အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ဆွေးနွေးချက်၊ ဆုံးဖြတ်ချက်အပေါ် ဆောင်ရွက်ပြီးစီးမှု

ကုမ္ပဏီအမည် VPower Myanmar Limited

လုပ်ငန်းအမျိုးအစား ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း

PAT အကြိမ်/ရက်စွဲ ၆/၂၀၁၉ (၅-၂-၂၀၁၉)

စဉ်	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်အပေါ် ပြင်ဆင်ရန် အချက်များ	ဆောင်ရွက်ပြီးစီးမှု	မှတ်ချက်
၁။	လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းနှင့် VPower Myanmar Limited တို့ အကြား ချုပ်ဆိုထားသော လက်မှတ်ရေးထိုးပြီး လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ်အား တင်ပြရန်။	ပြီး	
၂။	ဝန်ထမ်းခန့်ထားမှုအခြေအနေအား ပြန်လည်စိစစ်ပြီး လစာစာရင်းတွင် ကျပ်ငွေဖြင့် ပြန်လည်ပြင်ဆင်တင်ပြရန်။	ပြီး	

ရက်စွဲ။ ၁၈.၂.၂၀၁၉

VPower Myanmar Limited နှင့်စပ်လျဉ်း၍ လုပ်ငန်းဆောင်ရွက်မှု မှတ်တမ်း

စဉ်	ဆောင်ရွက်သည့်အကြောင်းအရာ	ဆောင်ရွက်သည့် ရက်စွဲ	အကြောင်းပြန်ကြားသည့်ရက်စွဲ/ ကုမ္ပဏီမှ တင်ပြသည့် ရက်စွဲ	မှတ်ချက်
၁	စုံစမ်းမေးမြန်းခြင်းလျှောက်ထားလွှာ တင်ပြလာခြင်း	-	-	-
၂	စုံစမ်းမေးမြန်းခြင်း လျှောက်ထားလွှာအပေါ် အကြောင်းပြန်ကြားခြင်း	-	-	-
၃	အဆိုပြုချက်အား လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ တင်ပြလာခြင်း		၁၃-၁၁-၂၀၁၈	
၄	အဆိုပြုချက်အပေါ် ပြင်ဆင်တင်ပြရမည့် အချက်များ အကြောင်းကြားခြင်း	၁-၂-၂၀၁၉		
၅	ကုမ္ပဏီမှလိုအပ် ချက်များကို ပြန်လည် ပေးပို့ခြင်း		၄-၂-၂၀၁၉	
၆	အဆိုပြုချက်စိစစ်ရေး အစည်းအဝေးသို့ တင်ပြခြင်း	၆/၂၀၁၉ (၅-၂-၂၀၁၉)		
၇	အဆိုပြုချက်အား လက်ခံကြောင်း ပြန်ကြားခြင်း	၁၃-၂-၂၀၁၈		
၈	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်နှင့်အညီ ကုမ္ပဏီမှ လိုအပ်ချက်များကိုပြန်လည်ပေးပို့ခြင်း	၂၈-၂-၂၀၁၉		
၉	အဆိုပြုချက်အား ကော်မရှင် အစည်းအဝေးသို့ တင်ပြခြင်း	၃/၂၀၁၉ (၂၀-၂-၂၀၁၉)		
	စုစုပေါင်းကြာမြင့်ရက်	၁၅ ရက်		

အကြောင်းအရာ။ **ရခိုင်နန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် VPower Myanmar Limited တည်ထောင်ပြီး ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ**

၁။	ကုမ္ပဏီအမည်	- VPower Myanmar Limited
	ရင်းနှီးမြှုပ်နှံသူ	- VPower Myanmar Limited
	ရင်းနှီးမြှုပ်နှံမှုပုံသဏ္ဌာန်	- ရခိုင်နန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု VPower Myanmar Limited (ဟောင်ကောင်) ၁၀၀%
	လုပ်ငန်းအမျိုးအစား	- ၉၀ မဂ္ဂါဝပ်သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- အမှတ်(၁) သံမဏိစက်ရုံ (မြင်းခြံ) အနီး၊ ဆားခါးကျေးရွာ၊ တောင်သာမြို့နယ်၊ မြင်းခြံခရိုင်၊ မန္တလေးတိုင်းဒေသကြီး
၃။	မြေပိုင်ရှင်	- လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
	မြေအကျယ်အဝန်း	- ၃၃,၈၃၅ စတုရန်းမီတာ
	နှစ်စဉ်မြေငှားရမ်းခ	- Letter of Acceptance (LOA) ၏ Form of Agreement နှင့်ဓာတ်အားဝယ်ယူရေးစာချုပ် အပိုဒ် ၃(က-၁)တွင် ဖော်ပြထားမှုအရလျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းသည် အဆိုပြုလုပ်ငန်း ဆောင်ရွက်မည့် မြေနေရာအား ထောက်ပံ့ပေးရန်နှင့် မြေပုံအညွှန်းပါမြေဧရိယာအား အဆိုပြုစီမံကိန်းအတွက် သီးသန့်အသုံးပြုခွင့်ပေးကြောင်းဖော်ပြပါရှိပါသည်။
	မြေအသုံးပြုခွင့်သက်တမ်း	- ၅ နှစ်
၄။	ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း	- ၅နှစ်(လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနနှင့် ချုပ်ဆိုမည့် ဓာတ်အားဝယ်ယူရေးစာချုပ်တွင် စာချုပ်သက်တမ်းအရ ၅ နှစ်ဟု ဖော်ပြထားပါသည်။) - မြန်မာနိုင်ငံ၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်အပေါ် မူတည်၍ ဓာတ်အားဝယ်ယူရေးစာချုပ်အားတိုးမြှင့်ချုပ်ဆိုသွားမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

၅။	စုစုပေါင်းမတည်ငွေရင်း ပမာဏ **ထည့်ဝင်သည့်အမျိုးအစား** ငွေသား စက်ပစ္စည်းတန်ဖိုး ကုန်ကြမ်းပစ္စည်းတန်ဖိုး ကျွမ်းကျင်မှုနည်းပညာရပ် **စုစုပေါင်း**	-US$ ၆၅.၂၈၀ သန်း **စုစုပေါင်း US$(သန်း)** ၃.၃၅၂ ၆၁.၁၉၅ (lube oil နှင့် raw material များမှ လွဲ၍ ကျန်ပစ္စည်းများကိုအခွန်အကောက်ပေးဆောင်၍တင်သွင်းပြီး) ၀.၅၂၉ ၀.၂၀၄ **၆၅.၂၈၀**
၆။	ရောင်းချမည့်နည်းစနစ်	-ပြည်တွင်း ၁၀၀%
[illegible]။	ထုတ်လုပ်မှုနှင့်ရောင်းဈေးနှုန်း	**ထုတ်လုပ်မည့် လျှပ်စစ်ဓာတ်အား (ကီလိုဝပ်နာရီပေါင်း)** / **တစ်ယူနစ် ဈေးနှုန်း (US$)** / **ရရှိမည့်ဝင်ငွေ US$(သန်း)** ၆၃၀,၇၂၀,၀၀၀ / ၀.၀၂၆ / ၁၆.၆၆၂
၈။	ဝန်ထမ်းခန့်ထားမှု	**ပြည်တွင်း** / **ပြည်ပ** ဦးရေ: ၈၅ ဦး / ၁၄ ဦး အမြင့်ဆုံးလစာ: ကျပ် ၅၅၂,၆၀၀ / US$ ၂,၈၀၀ အနိမ့်ဆုံးလစာ: ကျပ် ၂၅၃,၂၇၅ / US$၂,၀၀၀
၉။	CSR	နှစ်စဉ်အသားတင်အမြတ်၏ ၂% အား သုံးစွဲမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက-၅(လ)/ခ-၀၁၅/၂၀၁၉(၁၅၃)

ရက်စွဲ၊ ၂၀၁၉ ခုနှစ် ဖေဖော်ဝါရီလ ၁၄ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့

တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **ရာခိုင်ပြည်နယ်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် VPower Myanmar Limited မှ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်တင်ပြခြင်း ကိစ္စ**

၁။ ရာခိုင်ပြည်နယ် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် VPower Myanmar Limited (ဟောင်ကောင်) မှ ၁၀၀% ထည့်ဝင်၍ မြန်မာနိုင်ငံတွင် VPower Myanmar Limited တည်ထောင်ပြီး အမှတ်(၁) သံမဏိစက်ရုံ(မြင်းခြံ) အနီး၊ ဆားခါးကျေးရွာ၊ တောင်သာမြို့၊ မြင်းခြံခရိုင်၊ မန္တလေးတိုင်းဒေသကြီးရှိ မြေ ၃၃,၈၃၅ စတုရန်းမီတာတွင် ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် ကော်မရှင်သို့ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက်တင်ပြလာပါသည်။

၂။ အဆိုပြုချက်နှင့်အတူ VPower Holdings Limited မှ လုပ်ငန်းဆောင်ရွက်ခွင့်အတွက် ၂၀၁၈ ခုနှစ် ဧပြီလ ၂ ရက်နေ့တွင် မြန်မာ့လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း၊ တင်ဒါစိစစ်ရွေးချယ်ရေးကော်မတီမှ စိစစ်ရွေးချယ်ထားသည့် တင်ဒါအောင်မြင်ထားကြောင်း အထောက်အထား၊ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် VPower Holdings Limited တို့အကြား ၂၀၁၈ ခုနှစ် မေလ ၇ ရက်နေ့ ရက်စွဲဖြင့် ချုပ်ဆိုထားသော Letter of Acceptance(LOA) နှင့် ၂၀၁၈ ခုနှစ် နိုဝင်ဘာလ ၇ ရက်နေ့ ရက်စွဲဖြင့်ချုပ်ဆိုထားသော လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ်တို့အား ပူးတွဲတင်ပြထားပါသည်။

၃။ လုပ်ငန်းစီမံကိန်း သက်တမ်းကာလနှင့် ဓာတ်အားပေးစက်ရုံ ငှားရမ်းသည့်ကာလမှာ စီးပွားဖြစ်လုပ်ငန်း စတင်လည်ပတ်သည့်နေ့မှစ၍ ၅ နှစ်ဖြစ်ပြီး မြန်မာနိုင်ငံ၏ လျှပ်စစ်ဓာတ်အား လိုအပ်ချက်ပေါ်မူတည်၍ ဓာတ်အားဝယ်ယူရေး စာချုပ်အား တိုးမြှင့်ချုပ်ဆိုသွားမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

၄။ လုပ်ငန်း၏စုစုပေါင်းမတည်ငွေရင်းပမာဏမှာ US$ ၆၅.၂၈၀ သန်းဖြစ်ပါသည်။ မတည်ငွေရင်း ထည့်ဝင်မှုများမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

	စုစုပေါင်း US$(သန်း)
ငွေသား	၃.၃၅၂
စက်ပစ္စည်းတန်ဖိုး	၆၁.၁၉၅
ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုး	၀.၅၂၉
ကျွမ်းကျင်မှုနည်းပညာရပ်	၀.၂၀၄
စုစုပေါင်း	၆၅.၂၈၀

၅။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်းမှဝန်ထမ်း ၈၅ ဦး နှင့် ပြည်ပဝန်ထမ်း ၁၄ ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ ကျပ် ၂၅၃,၂၇၅ နှင့် အမြင့်ဆုံးလစာ ကျပ် ၅၅၂,၆၀၀ ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၂,၀၀၀ နှင့် အမြင့်ဆုံးလစာ US$ ၂,၈၀၀ ဖြစ်ပါသည်။

၆။ လုပ်ငန်းမှထွက်ရှိသော လျှပ်စစ်ဓာတ်အားကို ပြည်တွင်းတွင် ၁၀၀% ရောင်းချမည်ဖြစ်ပါသည်။ လျှပ်စစ်ဓာတ်အား (ပထမနှစ်) တွင် ကီလိုဝပ်နာရီသန်းပေါင်း ၆၃၀.၇၂၀ ထုတ်လုပ်မည် ဖြစ်ပြီး ဓာတ်အားခတစ်ယူနစ်လျှင် US$ ၀.၀၂၆ (US$ ၂.၆ ဆင့်) နှုန်းဖြင့် ရောင်းချမည်ဖြစ်ပါသည်။

၇။ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် VPower Holdings Limited တို့ကြား ချုပ်ဆိုထားသော လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ်အား တင်ပြထားပါသည်။ အဆိုပါစာချုပ်ပါ အဓိကအချက်အလက်များမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းသည် ဓာတ်အားထုတ်လုပ်ရာတွင် လိုအပ်သော သဘာဝဓာတ်ငွေ့အား 'SHWE' offshore မှ ဓာတ်အားပေးစက်ရုံသို့ သွယ်တန်းပေးမည်ဖြစ်ပါသည်။ **အပိုဒ်-၃(က-၃)**

(ခ) လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းသည် မြင်းခြံရှိ ၁၃၂ ကေဗွီ ဓာတ်အားခွဲရုံနှင့်ချိတ်ဆက်၍ လျှပ်စစ်ဓာတ်အားဖြန့်ဖြူးသွယ်တန်းခြင်းအတွက် ခွင့်ပြုချက်ရယူရာ၌ ကူညီရန်နှင့် VPower Holdings Limited မှ လုပ်ငန်းဆောင်ရွက်ရန် လိုအပ်သည့် ကိရိယာများအား ထောက်ပံ့ပေးရမည်ဖြစ်ပြီး ဓာတ်အားလိုင်းများ ချိတ်ဆက်မည့် ဝန်ဆောင်မှုလုပ်ငန်းနှင့်အခြားသောထုတ်လုပ်ဖြန့်ဖြူးခြင်းနှင့် ဆက်စပ်သည့်လုပ်ငန်းများတွင် ပါဝင်ပတ်သက်သူများနှင့် ပူးပေါင်းဆောင်ရွက်ရမည်ဖြစ်ပါသည်။

အပိုဒ်-၃(က-၆)

(ဂ) လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းသည် Energy payment ကို ပေးချေသည့်နေ့တွင် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်မှ နေ့စဉ်ထုတ်ပြန်ကြေညာသည့် နိုင်ငံခြားငွေလဲနှုန်းထားဖြင့်လစဉ်ပေးချေရမည်ဖြစ်ပါသည်။ **အပိုဒ်-၄(စ)**

(ဃ) လျှပ်စစ်ဓာတ်အားပေးစက်ရုံ ငှားရမ်းသည့်သက်တမ်းမှာ စီးပွားဖြစ်လုပ်ငန်း စတင်လည်ပတ်သည့်နေ့မှစ၍ လ (၆၀) ဖြစ်ပါသည်။ **အပိုဒ်-၆(က)**

၈။ ငွေကြေးအထောက်အထားအဖြစ် VPower Holdings Limited အမည်ဖြင့် Standard Chartered Bank (Hong Kong)၌ ၁၁-၁-၂၀၁၉ ရက်စွဲဖြင့် အမေရိကန်ဒေါ်လာ ၁၂,၉၀၁,၅၂၉.၅၈၊ ဟောင်ကောင်ဒေါ်လာ ၅,၂၃၄,၅၇၁.၄၇ နှင့် ယူရို ၉,၈၄၀.၉၅ ရှိကြောင်း တင်ပြထားပါသည်။

၉။ အဆိုပြုလုပ်ငန်းအား ၂၀၁၉ ခုနှစ် ဖေဖော်ဝါရီလ ၅ ရက်နေ့တွင် ကျင်းပသည့် အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၆/၂၀၁၉) ကြိမ်မြောက်အစည်းအဝေးသို့ တင်ပြခဲ့ပြီးဖြစ်ပါသည်။

စိစစ်တင်ပြချက်

၁၀။ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန၊ မူဝါဒနှင့်ဥပဒေရေးရာဌာနခွဲမှ ကော်မရှင် ခွင့်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက်(မူကြမ်း)အား ဥပဒေနှင့်ညီညွတ်မှုရှိကြောင်း စိစစ်ပြီးဖြစ်ပါသည်။

(ခ) အဆိုပြုလုပ်ငန်းမှ အလုပ်သမားများအတွက် သက်သာချောင်ချိရေး အစီအစဉ်များ၊ မီးဘေးကြိုတင် ကာကွယ်ရေးစီမံချက်နှင့် Corporate Social Responsibility (CSR) အစီအစဉ် များကိုလည်း တင်ပြထားပါသည်။

(ဂ) အဆိုပြုလုပ်ငန်းသည် စီးပွားဖြစ်စတင်ဓာတ်အား ထုတ်လုပ်သွားနိုင်ရန် စမ်းသပ်မောင်းနှင်ခြင်းလုပ်ငန်း ဆောင်ရွက်ပြီးဖြစ်၍ ၁-၂-၂၀၁၉ မှ စတင်၍ စီးပွားဖြစ် စတင်ဓာတ်အား ထုတ်လုပ်နေကြောင်းနှင့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေး စာချုပ်ပါ နောက်ဆက်တွဲ ၅-၃ အရ တစ်ယူနစ် နှုန်းထားသည် အခွန်ပေးဆောင်ရမှုအပေါ် အခြေခံ၍ တွက်ချက်ထားကြောင်းနှင့် အဆိုပါနှုန်းထားအား ပြန်လည်ညှိနှိုင်းသွားမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

(ဃ) အဆိုပြုချက် နောက်ဆက်တွဲဇယား-၂ပါ lube oil နှင့် raw material မှလွဲ၍ နိုင်ငံခြားမှ တင်သွင်းမည့် စက်ပစ္စည်းများအား draw back စနစ်ဖြင့် အခွန်အကောက်ပေးဆောင် တင်သွင်းပြီးဖြစ်ကြောင်း တင်ပြထားပါသည်။

(င) အဆိုပြုလုပ်ငန်းအမျိုးအစားနှင့် အလားတူလုပ်ငန်းအနေဖြင့် ကျောက်ဆည်ဒေသတွင် ၁၄၅.၄၉ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်းအား ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Powergen Kyaukse Company Limited အား ကော်မရှင်မှ ခွင့်ပြုမိန့်ထုတ်ပေးခဲ့ပြီး ဖြစ်ပါသည်။

ဆုံးဖြတ်ရန်အချက်

၁၁။ ရခိုင်ပြည်နယ် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် VPower Myanmar Limited မှ ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စနှင့် စပ်လျဉ်း၍ ခွင့်ပြုမိန့်ထုတ်ပေးရန် သဘောတူ- မတူ။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း

ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ခွင့်ပြုမိန့်လျှောက်ထားလွှာ

"VPOWER MYANMAR LIMITED (YANGON BRANCH)"

PERMIT APPLICATION OF THE INVESTOR

FOR MAKING INVESTMENT

IN THE REPUBLIC OF THE UNION OF MYANMAR

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊MOEE-၂/(၁၅)/(V Power)/(၁၈၀၆၈)/၂၀၁၈

ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ နိုဝင်ဘာလ ၁၃ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံဒေသတွင် အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ၉၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံတည်ဆောက်ခြင်းလုပ်ငန်းအတွက် V Power Holdings Limited မှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ခွင့်ပြုမိန့် လျှောက်ထားခြင်းအား ထောက်ခံတင်ပြခြင်း**

၁။ မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံဒေသတွင် အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ၉၀ မဂ္ဂါဝပ် Gas Engine ဓာတ်အားပေစက်ရုံမှ ဓာတ်အားထုတ်လုပ်နိုင်ရေး V Power Holdings Limited မှ အကောင်အထည်ဖော်ဆောင်ရွက်လျက်ရှိပါသည်။ ၄-၁၀-၂၀၁၈ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ်(၁၈/ ၂၀၁၈) ခွင့်ပြုချက်အရ အဆိုပါ စီမံကိန်းမှ ထွက်ရှိလာမည့် ဓာတ်အားကို (၅) နှစ်စာ ဝယ်ယူနိုင်ရေး ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement) ကို လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် V Power Holdings Limited တို့အကြား ၇-၁၁-၂၀၁၈ ရက်တွင်ချုပ်ဆိုခဲ့ပါသည်။ ထို့အပြင် မြန်မာနိုင်ငံ၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်အပေါ် မူတည်၍ ဓာတ်အားဝယ်ယူရေးစာချုပ်အား သက်တမ်းတိုးမြှင့် ချုပ်ဆိုသွားမည်ဖြစ်ပါသည်။

၂။ ၂၀၁၉ ခုနှစ်၊ နွေရာသီအမီ အဆိုပါစီမံကိန်းမှ ဓာတ်အားထုတ်လုပ်နိုင်ရေးအတွက် သက်ဆိုင်ရာကုမ္ပဏီမှ စီမံကိန်းစတင်အကောင်အထည်ဖော်နိုင်ရန်အတွက် Letter of Acceptance (LoA) အား ၇-၅-၂၀၁၈ ရက်တွင် ဤဝန်ကြီးဌာနမှ ထုတ်ပေးထားပြီးဖြစ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ V Power Holdings Limited မှ ဓာတ်အားပေးစက်ရုံတည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလိုကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက်။ V Power Holdings Limited မှ ခွင့်ပြုမိန့်လျှောက်ထားလွှာ (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး( )

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

Policy6\G\MOEE2018\Form 2018\MOEP-LH(Standard)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးအမှတ် (၂၇)၊ နေပြည်တော်

ဖုန်း-၀၆၇-၈၁၀၄၂၉၀ အီးမေးလ်: ukhinmgwin09@gmail.com ဖက်စ်-၀၆၇-၈၁၀၄၂၉၂

စာအမှတ် ၊ ၃၈၇ / ပစအ (မြင်းခြံ) / ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ် ၊ ဇန်နဝါရီ လ ၃၀ ရက်

အကြောင်းအရာ။ **ဓာတ်အားဝယ်ယူရေးစာချုပ်အရ မောင်းနှင် / ရပ်တန့်ရမည့် ဓာတ်အားပေး စက်ရုံများအား အကြောင်းကြားခြင်း**

မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံဒေသတွင် VPower ကုမ္ပဏီက အကောင်အထည်ဖော်ဆောင်ရွက်နေသော ၉၀ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံစီမံကိန်းသည် စီးပွားဖြစ်စတင် ဓာတ်အားထုတ်လုပ်သွားနိုင်ရန် စမ်းသပ်မောင်းနှင်ခြင်း လုပ်ငန်းဆောင်ရွက်ပြီးဖြစ်၍ ၁-၂-၂၀၁၉ ရက်မှ စတင်၍ စီးပွားဖြစ် စတင်ဓာတ်အားထုတ်လုပ်သွားရန်နှင့် မြင်းခြံဒေသရှိ Aggreko ကုမ္ပဏီ၏ ၉၅ မဂ္ဂါဝပ် ဓာတ်အားပေးစက်ရုံအား စာချုပ်သက်တမ်းကုန်ဆုံးမည့် ၃၁-၁-၂၀၁၉ ရက်၊ (၂၄:၀၀)နာရီတွင် ရပ်တန့်နိုင်ရေး လိုအပ်သည်များ စီစဉ်ဆောင်ရွက်ထားရှိရန် အကြောင်းကြားပါသည်။

ဦးဆောင်ညွှန်ကြားရေးမှူး( )
(စိုး၀င်း၊ အင်ဂျင်နီယာချုပ်)

Aggreko International Projects Limited

VPower Holdings Limited

မိတ္တူကို -

ရုံးလက်ခံ/မျှော

VPOWER GROUP

To
Chairman
Myanmar Investment Commission
Yangon
Republic of the Union of Myanmar

Subject: Submission of investment proposal for Myingyan (90 MW) Power Generation Plant.

Your Excellency,

We have the pleasure and honor to submit the investment proposal for carrying out the business of selling electricity (90 MW) on the rental basis in Myingyan Region, the Republic of the Union of Myanmar.

With Best Regards,

Yours respectfully,

VPOWER MYANMAR LIMITED

Signature :

Name : Mr. Wing Fai Oscar Ng

Designation: Legal Representative

Pyae 30.1.19.

Daw Ei Pyae Phyo

(Deputy Staff Officer, MIC)

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048

VPOWER MYANMAR LIMITED

(Incorporated in Hong Kong with limited liability)

To
Chairman
Myanmar Investment Commission
Yangon

Subject: AUTHORIZATION LETTER

I, the undersigned, Mr. LO Siu Yuen, sole director of V Power Myanmar Limited (the" Company"), on behalf of the Board of Directors, do hereby appoint Mr. Wing Fai Oscar Ng (Passport No. KJ0558036) as the legal representative of V Power Myanmar Limited (Yangon Branch) and authorize him to submit MIC permit application to Myanmar authorities on behalf of the Company.

For and on behalf of the
Board of Director

LO Siu Yuen
Sole Director
Date: 10/01/2019

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

VPOWER GROUP

To Whom It May Concern:

This letter is to confirm VPower Holdings Limited and VPower Myanmar Limited is under the VPower Group and these companies are Sister Companies.

Should you have any questions, you may contact me at oscar@vpower.com

For and on behalf of the Board of Director

Mr. Wing Fai Oscar Ng

Legal Representative

VPOWER HOLDINGS LTD.
VPOWER

香港九龍紅磡德豐街18-22號海濱廣場一座27樓2701-05室
Units 2701-05, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, KLN, Hong Kong
T +852 2687 6517 F +852 2687 6854 www.vpower.com

To
Chairman
Myanmar Investment Commission
Yangon

10th January, 2019

Subject : UNDERTAKING

VPower Myanmar Limited (Yangon Branch) undertakes that it will take responsibility to deduct income tax from the salary of its each staff and pay the deducted income tax to Internal Revenue Department if the total annual salary of the staff exceed Ks. 4,800,000 per annum after adjusting legitimate allowance in compliance with the provision of the Union Taxation Law 2018.

Signature :
Name : Mr. Wing Fai Oscar Ng
Designation: Legal Representative

VPOWER MYANMAR LIMITED

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

To
Chairman
Myanmar Investment Commission
Yangon

Date : 13th Feburay,2019

Subject : Undertaking for Machine Imported

Dear Sirs,

VPower Myanmar Limited (Yangon Branch) undertakes that we all are completely imported the machinery which is stated in Annex (2 – Machinery to be Imported) except only Lube oil and Raw Material.

Signature :

VPOWER MYANMAR LIMITED

Name :Mr.Wing Fai Oscar Ng

Designation :Legal Representative

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

Chairman
Myanmar Investment Commission
Yangon

Date: 10th January, 2019

VPower Myanmar Limited (Yangon Branch) is committed to tackling the challenges of sustainable development and operating as a responsible corporate business in Myanmar. We will implement practices that promote economic security, social and environmental responsibility and will continuously seek to improve performance in these areas. We are committed to working with our suppliers and customers to improve sustainability performance throughout all of our activities and are committed to maintain and operate our sustainability management systems in compliance with local practice. Our commitment ensures that we work to continuously improve our social and environmental performance by setting objectives and reporting our results in an annual Report." Additionally we follow the 10 Principles of the UN Global Compact. These 10 Principles of the UN Global Compact is attached in Appendix 1.

Signature :
Name : Mr. Wing Fai Oscar Ng
Designation: Legal Representative

VPOWER MYANMAR LIMITED ★

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

Appendix 1 – 10 Principles of the UN Global Compact.

Principle 1: Our commitment to supporting internationally proclaimed human rights is a key aim of our CSR initiatives. We aim to increase our social responsibility by ensuring our business processes are sustainable and consider human rights implications.

Principle 2: We ensure that all staff, clients and visitors are not deprived of their human rights in any way. VPower Myanmar Limited (Yangon Branch) upholds a Code of Conduct, core values and a Dignity at Work Policy as part of its overall Employee Handbook which together outlines steps which all employees must follow to ensure this principle is upheld.

Principle 3: Employees are able to enjoy freedom of association without the fear of detrimental implications on their employment. These values are upheld in our Equal Opportunities Policy.

Principle 4: VPower Myanmar Limited (Yangon Branch) does not support any forms of forced or compulsory labor. All employees have individual contracts of employment detailing their terms and conditions of employment. These are issued prior to commencement of employment. Employees are also issued with Job Descriptions outlining details of the work they are being employed to conduct. The Company upholds a Grievance Procedure which can be initiated by any employee with their line manager or Human Resources. Employees are free to leave the organization and our Leavers Policy outlines clearly steps required to resign from employment.

Principle 5: VPower Myanmar Limited (Yangon Branch) does not condone any forms of child labor.

Principle 6: VPower Myanmar Limited (Yangon Branch) is committed to eliminating direct and indirect forms of discrimination in relation to employment and occupation. The Company upholds an Equal Opportunities Policy which applies to all aspects of employment including; recruitment and selection, employment opportunity and promotion decisions.
The policy highlights the expectation that all job applicants and employees are treated in the same way regardless of sex, sexual preference, race, ethnic origin, color, religion, disability, marital status or union membership status. To facilitate this claim, all interviews and performance assessments are completed using an integrated competency based framework. This process ensures an objective perspective is taken in relation to all recruitment decisions and places emphasis on the individual's level of skill, qualification, experience and knowledge.

Principle 7: VPower Myanmar Limited (Yangon Branch) support a precautionary approach to environmental challenges as per the following:

- ✓ Using natural lighting long hour a day and turning off official light.
- ✓ Replacing current light with LED light.
- ✓ Our systems have the ability to be expanded to cope with increased volumes
- ✓ No smell or liquid runoff
- ✓ No incineration
- ✓ Minimal power usage – the power that it does can be offset
- ✓ Unplug cell phones and laptops once they are charged
- ✓ Switch off all unnecessary lights and equipment such as computers, LCD screens and printers.
- ✓ Use email instead for day to day correspondents instead of sending memos and faxing documents

Principle 8: We do ensure that our activities do not hold any harm to the environment. It also needs to generate environmentally responsible behavior among other firms and relations.

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

Principle 9: We encourage the development and diffusion of environmentally friendly technologies.

Principle 10: VPower Myanmar Limited (Yangon Branch) upholds its commitment to preventing corruption of any kind within its Code of Conduct. In addition, regular internal and external auditing of financial accounts ensures that the Company's expectations in relation to Corporate Governance are maintained. VPower Myanmar Limited (Yangon Branch) work against corruption in all its forms, including extortion and bribery. We believes that the clean business is always the good business; incorporation with stakeholders we advocate for a stronger and more effective anti -corruption environment in order to sustain the good possible standard of ethics and good practice.

VPower Myanmar Limited (Yangon Branch) has defined a set of Core Company Values which all members of the VPower Myanmar Limited (Yangon Branch) Team are expected to uphold. These values represent our underlying behaviors and way of doing business. They are core to what we fundamentally believe are crucial to our long-term sustainable business success. These include:

- Honesty, Integrity & Professionalism – Work to achieve honesty and transparency, upholding high standards of personal and professional trust in all aspects of VPower Myanmar Limited (Yangon Branch) business.
- Commitment to Excellence – Strive for excellence in all aspects of our business. To be seen as an industry expert in each of our functional areas to ensure that VPower Myanmar Limited (Yangon Branch) remains a leading world class events venue and thought leader to enhance our market position and business.
- Customer Service – Uphold VPower Myanmar Limited (Yangon Branch) promise to deliver exceptional customer service to all internal and external clients thus forging strong long term relationships and enhancing VPower Myanmar Limited (Yangon Branch) brand reputation.
- Teamwork – Work together as part of the VPower Myanmar Limited (Yangon Branch) Team to achieve the Company's business goals and strategy. Show dignity and respect to all people whom we come into contact with through our business activities, both internally and externally. VPower Myanmar Limited (Yangon Branch) Management will employ the best team to work in partnership with our clients and recognize staff for their achievements and skills without any limit on what can be accomplished.

Signature :

VPOWER MYANMAR LIMITED

Name : Mr. Wing Fai Oscar Ng

Designation: Legal Representative

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

To
Chairman
Myanmar Investment Commission
Yangon

Subject : Fire Prevention Plan of VPower Myanmar Limited (Yangon Branch)

1. Install fire alarm system at the Power Plant
2. Provide training to employees in respect of prevention of fire and method of extinguishing the fire.
3. Set up fire extinguishers at the Power Plant
4. Inspect fire extinguishers once a month
5. Maintain surroundings to cleanliness and tidiness at Power Plant for fire prevention
6. Set Security cameras at the Power Plant
7. Instruct the employee to smoke in smoking areas only
8. Inspect electric wires at the Power Plant once a month

Signature :

Name :Mr. Wing Fai Oscar Ng

Designation :Legal Representative

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
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DN: PSO-PP05-006-01

Ver. 1.0

VPOWER GROUP PSO

Power Station Fire Safety Management

Version	Update	Publish Date	Abolish Date
1.0	2019.01.04		

Draw	Compiler	Approver	PSO Director
	Andy, Sam Anthony, Yura		

Catalogue

I. Overview

1.1 General Principles

To clarify and strengthen the VPOWER GROUP fire safety management of overseas power station, supplementing regular inspection of fire protection materials, clearing plant staff responsibilities, improving plant staff safety consciousness and the skill of resisting disaster, making every power station staff do well in facing fire and avoiding fire .

In line with the principle of "safety first, prevention first", so we make up these rules.

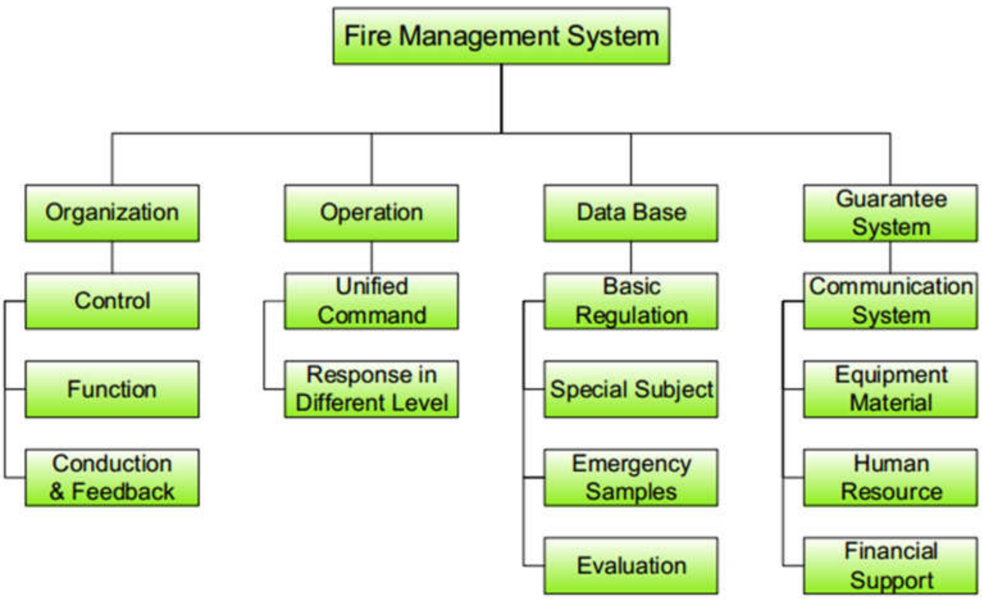
1.2 Rang of Application

These rules are applied to VPOWER GROUP power station, outside station and equipment area.

1.3 Staff Responsibility

According to the requirements of these rules, learning and being familiar with fire control knowledge, learning and familiar with the use of fire equipment, ensuring the security of the personal, power station equipment assets.

1.4 Fire Management System



PIC 1.4-1- Fire Management System

(1) Organization

PSO Control：It is mainly responsible for the fire management system establishment, safeguard fire protection equipment integrity, to coordinate the fire control system construction of each power station, including the system of documents, regular inspection, evaluation, safety training and drill for fire protection system.

Function Department: The safety departments of each plant are mainly responsible for the implementation of the systems assist management center to improve document content. Make sure that the power station personnel have good fire awareness, coping skills and survival techniques in case of fire. Make sure that the fire supplies are complete. Stay close contact local fire department to make the station fire construction comply with local standards.

(2) Operation

The operation mechanism follows the principle of unified command and hierarchical response, personnel allocation and accident response and reporting, ensuring clear responsibility and orderly execution.

(3) Document Base

The basic space database is divided into the basic rules and regulations, the special database of the power station, the emergency special case, and the fire ex post evaluation.

(4) Support System

To ensure the normal operation and implementation of the emergency fire control system, it is necessary for power station personnel to have good safety fire awareness, adequate fire protection equipment and ensure the good condition of fire equipment.

II. Power Station Fire Management Precaution

2.1 Fire Equipment Placement and Regular Inspection

Setting of power plant fire equipment should be complied with the provisions of the local fire department. genset, transformer, high voltage switch cabinet, oil storage area, control room and warehouse shall be equipped with fire control facilities, signs near by the place.

Protected area	Requirement	Fire Extinguisher	Specifications	Remark	Dangerous Level
Genset	1-2/Set	CO_2/Powder			Senior
Transformer	1-2/Set	CO_2/Powder			Senior
Surroundings	Protection 75m^2/A	CO_2/Powder		lawn is easily on fire	Senior
High voltage cabinet	2	CO_2/Powder			Senior
HV control panel	2	CO_2/Powder			Senior
LV control panel	2	CO_2/Powder			Senior
Control room	4 screens /1	CO_2/Powder		Control room area	Medium
Gas station	50L Foam	Foam			
Oil tank		CO_2/Powder/ Foam		main tank and day tank area	Senior
Warehouse	Protection 75m^2/A	CO_2/Powder	3A 5KG 2A 3KG	Warehouse area, the place of the dangerous material Outdoors/Plastic Film	Medium
Office	1	Powder			Low
Living area	1/floor	Powder			Low

Table 2.1-1- Regular inspection records list sample 1

Remark:

㎡/A: Refers to the maximum protection area of fire extinguishing level in category A fire places.

The designated personnel in the station should check the fire extinguishers regularly every week and fill out form 1: Fire Extinguisher Weekly Inspection Form (PP05-006-A01), as PIC2.1-1 shown; and check the fire control system regularly every month, Fill in form 2 for fire hydrant, throat and fire pump, See figure 2.1-2:Fire Service Facilities Monthly Inspection Form (PP05-006-B01). If the problems such as expiration and loss are found, the quantity should be counted, and the person in charge of the report should be reported in time to deal with it as soon as possible. The head of the power station shall calculate the firefighting equipment and the number of firefighting equipment required, fill in form 3: Fire Equipment List (PP05-006-C01), shown in PIC2.1-3, update and report to PSO personnel.

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號:
Job Code: ______________ **電站名稱:**
Power Station: ______________

	________ 年 ________ 月					
滅火器編號 Fire Extinguisher	**檢查日期 Check Date**	**檢查日期 Check Date**	**檢查日期 Check Date**	**檢查日期 Check Date**	**檢查日期 Check Date**	**備註 Remark**

備注:
Remarks

1、電站滅火器需每周檢查並記錄;
Check and record fire extinguishers weekly;
2、檢查情況填寫：正常："√"；出現異常情況，則填寫對應情況編號;
Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal;
3、存在情況包括：①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。
Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance

檢查負責人簽名:
Person in Charge of Inspection Confirm: ____________________

日期/Date: ____________________

電站負責人簽名:
Power Station Direct Responsible Confirm: ____________________

日期/Date: ____________________

PIC2.1-1 Fire Extinguisher Weekly Inspection Form

PP05-006-B01
Ver. 1.0

消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號: **Project Code** **電站名稱:** **Power Station** **檢查日期:** **Checking Date**

	檢查項目及內容/Inspection Items and Contents	**檢查情況/Checking Condition**
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、“檢查情況”欄填寫：正常：“ √ ” 异常：“×” / Draw a √ (normal) or × (abnormal) in Checking Condition 3、“存在問題”必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名: Person in Charge of Inspection Confirm: ________________ **電站負責人簽名: Power Station Direct Responsible Confirm:** ________________

PIC2.1-2 Fire Service Facilities Monthly Inspection Form

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號: Plant Code: 電站名稱: Plant Name: 更新人: Updater: 更新日期: Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

PIC2.1-3 Fire Equipment List

2.2 Contact with Local Fire Department

Power Station Direct Responsible should establish contact with the local fire department. Annually invite a representative of local fire officers to the plant to carry out fire safety knowledge training lectures, quarterly organizing site staff to hold a fire drill, fire control knowledge and the use of the site firefighting equipment. And various type of work must be familiar with their work within the scope of the fire source, power, water and other important position, familiar with the inflammable and explosive and dangerous goods storage and preservation measures, and regular screening fire hazards.



PIC2.2-1- The Local Fire Department Officers to Open Training Seminars on Site 1



PIC2.2-2- The Local Fire Department Officers to Open Training Seminars on Site 2

2.3 Employ HSE Clerk

Each plant should employ 1-2 HSE Clerk, responsible for fire safety management of the entire plant, firefighting equipment situation in the checkpoint (depending on the situation for maintenance and maintenance), fire safety skills training and examination on power station personnel, enhance fire control safety consciousness on site personnel, regularly organize security training lectures, hold a fire drill and recorded exercises effect on a regular basis. In case of fire, as the responsible person of fire control, responsible for guiding and organizing the fire fighting and relief work.

If temporarily unable to hire HSE Clerk, nominated 2-3 power plant employees (priority is the supervisor like the head of maintenance, operation or warehouse, etc.) as HSE Clerk, responsible for the above matters relating to fire, and priority to arrange them to accept professional training in the fire. In the event of a fire, as a fire responsibility, is in charge of guiding, organizing fire disaster relief work.



PIC2.3-1- Total station to carry out fire safety drill 1



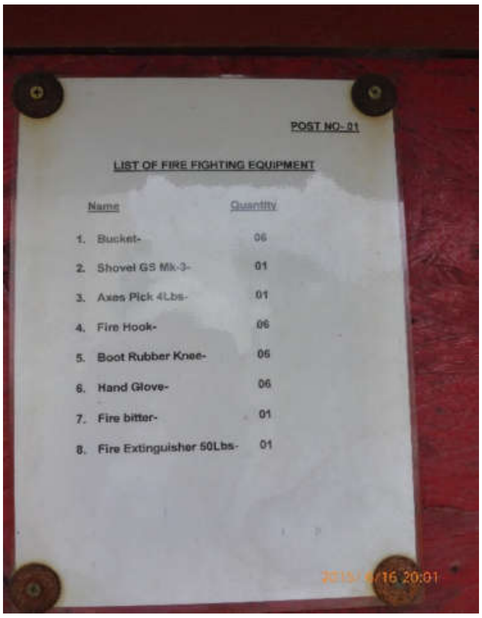
PIC2.3-2- Total station to carry out fire safety drill 2

2.4 Post Safety Signs and Important Information

At the scene of power plant control room, dormitory area, workplace, and security guards on duty area, visible fire warning sign posted, next to the sign posted local fire calls and alarm phone, fire alarm detailed address power plant, accessible phone number of power plant responsible or HSE Clerk, power stations fire control facilities and emergency supplies distribution plan of power station, safety route and other important information at the same time. It's better to print on A4 paper and plastic for long term retention.



PIC2.4-1- Fire Safety Signs





PIC2.4-2- Local fire alarm telephone and alarm call.

2.5 Duty List in Fire Rescue

2.5.1 Duty List

Power station should make a duty list for fire rescue which appoint out personnel duty and shift duty to cut off high voltage switch、close inlet system/ intake system、enable fire equipment、move or isolate inflammable and explosive materials on site、alarm、notify and organize site to withdraw and so on .

1.5.2 Corresponding Responsibility of On-duty Security Guards

① In daily work, security need to inspect vehicle, visitors because inflammable and explosive material are not allowed to take into plants.

② In daily work, when patrol the site, security should observe and note to screen fire hazard in time and check the important position of power supply, water supply and fire.

③ In the event of fire, alarm at the first time, inform and order staff to safe place, then organize people and collect material timely to stand by in fire work.

1.5.3 Corresponding Responsibility of Staff on Duty

① In daily work, fire system must be strictly respected. Smoke, fire, inflammable and explosive materials are not allowed in power plant.

② After doing maintenance jobs of generation set and auxiliary equipment, staff have to clean up and inspect site, identify and eliminate fire hazards immediately. Staff on duty should pay attention to

oil in drain, ducts, pipe trench. Facing fire, inform staff in control room immediately, alarm and take measures according to fire situation.



PIC2.5.3-1- Power Station Safety Signs

2.6 No Smoking in Power Station

Forbidden to smoke in power station area. No smoking signs shall be posted significantly in important fireproof area such as engines area, lube oil store house and ware house.

2.7 Power Plant Welding and Gas Welding Operations

① Welding shell must be grounded. In order to prevent spark, grounding wire should be firmly connected to the object to be welded.

② Defective tools and equipment must not be used.

③ Wire is strictly forbidden to overlap on oxygen cylinder, acetylene cylinder, acetylene generators, gas, liquefied petroleum gas equipment and cable.

④ Pay attention to points below:

(1) Only electric welders and gas welders have the qualification to operate.

(2) Fire area must not do welding works without security measure and the permission of OM and safety department.

(3) Welding work is forbidden before knowing the situation around the welding place (if the place allow fire occurred and if Inflammable and explosive materials around).

(4) Cannot do welding work before knowing whether flammable and explosive materials inside or not.

(5) Container that stored flammable and explosive materials (lube oil drums, oil tank, gas tank and

so on) cannot be welded before exhaustive clean.

(6) Cannot do welding work at the place where used inflammable material (Plastic, cork, glass, steel, grain grass shell, bitumen and so on)as insulation, cooling layer before security measures

(7) Pipe and container that with pressure or closed cannot weld.

(8) Cannot weld before security measures or cleaning up flammable items near.

(9) Cannot weld in fire prohibition area without permission from fire department.

(10) Cannot weld while fire-prohibit work was doing around (such as paint).

III. Fire-fighting Equipment Configuration Instruction

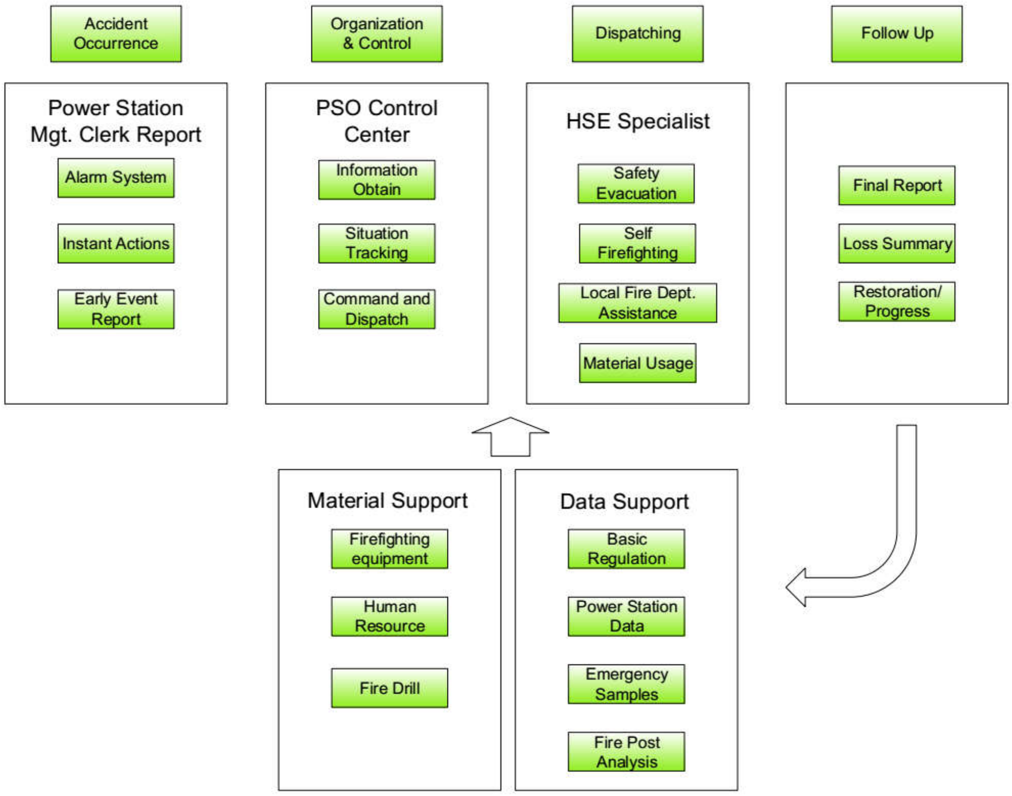
1. Debris and other equipment cannot place around firefighting equipment. Must keep sufficient sand and stay dry. Fire hydrants, fire pipeline, fire supplies pavilion, fire sand box, fire buckets and the handle of fire shovel and ax shall be paint into red.
2. Firefighting facility must not be used for other purpose. If it have to move, remove or broken, temporary anti fire measure must be done and get the permission from person in charge at first. Recover immediately after job done.
3. For Generators, 10M around transformers, dormitory, office buildings, and power distribution cabinet area must outfit firefighting facility, and the fire extinguishers shall be check and change regularly.
4. Add water pipe, sand buckets, carbon dioxide, foam and other fire-fighting equipment according needs.
5. Set alarm system in power plant in order to alarm all the people when fire broke out.
6. Hall, corridor, control room, engines placement area shall install emergency lamp.
7. Install lighting system separately in order to ensure lighting when cut off power supply in an emergency in power plant.

IV. Fire Respond System

1. Raised the alarm firstly when fire broke out. All staff evacuate to safe area then put out a fire under organized.
2. Safety officer or other person in charge on duty shall command according to the situation, and

cooperate to evacuate other staff, then supervise staff to put out fire, cut off power, close oil pump and enable the firefighting equipment.

3. Safety officer was responsible to communicate local fire department for reinforcement when the situation getting worse.
4. Security staff shall inspect passageway and make sure that no non-relative people enter power plant, make sure staff evacuate on by on and avoid property suffer lost by theft in mess.
5. According to disaster and power plant situation, safety officer can announce the state of emergency terminated and restore normal production.



PIC4.1-1- Fire Respond Procedure

V. Fire Drill System

1. Under the coordination of the safety commissioner, the power station director responsible invites local fireman and mechanical power engineer's representative to carry out fire safety training & lectures annually. Organize the all the staff to join in the compulsory quarter fir-drill and learn the fire knowledge and the use of firefighting equipment.
2. Safety commissioner or invited specialist introduce the method of application of the firefighting

equipment, range of application, the method of self-saved and other related knowledge.

3. Fire practice: safety specialist planning escape routes, mark fire source, power, water and other important position, the planning of inflammable and explosive dangerous goods put the position, regular use will expire or has expired within the station fire equipment such as fire extinguisher, as the material of the fire drill.
4. Safety commissioners report to the PSO representative in graphic way about the fire-drill. PSO representative review, sort out and archive the report.

VI. Acquaintance of Firefighting Equipment and Resource

6.1 Extinguisher

Types	Model	Range of Application
CO_2 Extinguisher	Portable 2KG 2A Portable 3KG 2A Portable 5KG 3A Trolley 23KG	(1)Suitable for class B fire (oil, liquid), such as kerosene, diesel, crude oil, methyl alcohol, ethyl alcohol, pitch, paraffin. (2)Suitable for class C fire (gas), such as coal gas, natural gas, methane, ethane, propane, hydrogen. Suitable for class E fire (object on fire)
Dry Power Extinguisher	Portable 3KG 2A Portable 5KG 3A Portable 6KG 3A	Mainly put out the fire of oil, organic solvent, gas and electric equipment fire of early stage.
Foam Extinguisher	Trolley 50L	(1)Suitable for the class A fire (solidity), such as wood, cotton and etc. (2)The most suitable for the class B fire (oil, liquid). (3)Not offer to the on fire electric equipment and organic solvent such as alcohol, ketone, ester, ether and etc.
Fire sandbox		
Fire hydrant		
Spray nozzle		

(1) Dry powder fire extinguisher

Dry powder fire extinguishers are divided into portable and trolley.

Dry powder fire extinguisher is mainly composed of the barrel with powder, the cylinder storing of carbon dioxide, the plug equipped with intake-tube and discharge powder tube, and the nozzles conveying powder.

Dry powder fire extinguishers put out a fire by jetting powder with high pressure carbon dioxide gas as power. Dry powder fire extinguisher is mainly applicable to save oil and oil products, the beginning fire of combustible gas and electrical equipment.

When using the dry powder fire extinguishers should be open the latch at first, aim the nozzle jet to the fire. Another hand hold the guide ring, to press the thimble, and dry powder is overflowing.

Dry powder fire extinguishers should be kept dry and sealed to prevent dry powder agglomeration. At the same time, should prevent being exposed to the sun in case leakage because of co2 heating and expansion.

Should regularly check whether the dry powder is caked and carbon dioxide gas is sufficient.

The validity of the dry powder fire extinguisher is commonly 4 to 5 years.

（2）Foam extinguisher

Foam extinguisher is composed of tube body, glass liner, cover, lifting ring. Tube body is make of plate, hanging in with a glass bottle or a plastic liner full of Aluminum sulfate solution. The barrel is filled with a mixture of sodium bicarbonate and foaming agent. Staff should upside down the tube body to mix the sodium bicarbonate and aluminum sulfate to create jetting dioxide gas bubbles out of nozzle to put out fire when using the Foam extinguisher. Prevent facing the people with the bottom and head of the barrel body, in case explosion.

Foam extinguisher is applicable to save oil petroleum products and general early fires in solid matter.

Foam extinguisher are generally divided into types of portable and cart. The liquid in the barrel is generally replaced once a year

（3）Carbon dioxide fire extinguisher

Carbon dioxide fire extinguisher is composed of tube body (the cylinder), switch valve, spray-duct and siphon.

Carbon dioxide fire extinguisher is mainly suitable for saving valuable equipment, archives, instrument and apparatus electric appliance under 600 v, grease fires and etc. But it not suitable for

putting out the fire of some chemical products (such as metal potassium, sodium, etc.)

Carbon dioxide fire extinguishers are generally divided into types of portable which are hand wheel type and duck-billed. Large capacity fire extinguishers can be the wheeled and transportable.

When using the duck-billed carbon dioxide fire extinguisher, should hold the spray-cut towards the fire with **one** hand, and hold tightly the nozzle with another hand.

When using transportable carbon dioxide fire extinguishers, should hold the spray-cut towards the fire with one hand, and unscrew the plum with another hand.

Carbon dioxide is a poor conductor of electricity, but when the voltage is more than 600 v, must cut off the electricity and then put out the fire.

Do not touch the metal conduit or face the people with the spray-duct, and consider the wind direction in case happen human congelation.

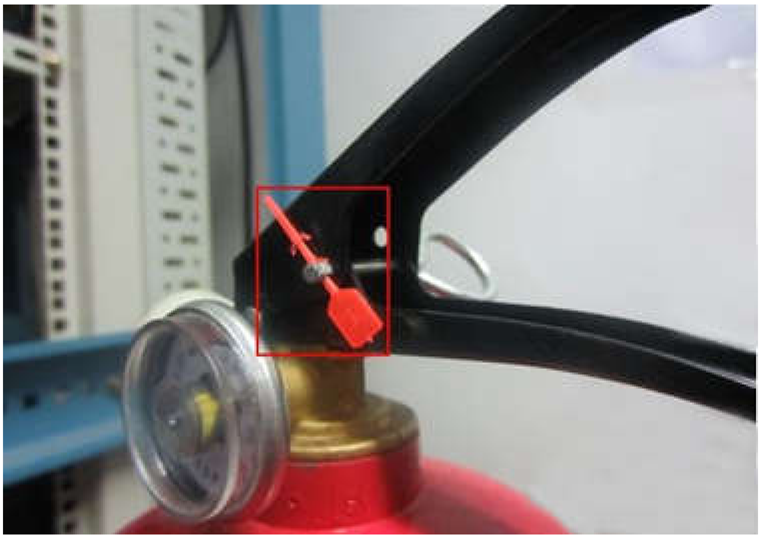
Carbon dioxide fire extinguishers is non-high temperature resistance. Therefore , the temperature of storage should keep lower than 42 ℃.

Check the weight of Carbon dioxide in the steel cylinder once a month, if the weight of carbon dioxide is less than the 1/10 of the nominal weight, should refill the cylinder.

6.2 The general way of using the fire extinguisher

（1）Upside down the fire extinguisher several times before using

（2）Remove the seal or key



（3）Pull out the latch



（4）The user hold the nozzle with left hand and carry the pressure handle with right hand, standing in the distance of 3 meters from the flame. Shoot at the root of the flame.



6.3 Fire Hydrant

6.3.1 Definition

Fire hydrant, is a kind of fixed fire control facilities, with main function to control the combustible, isolated the oxidizer and eliminate the fire.

6.3.2 Application Method

Outdoor fire hydrant is the water facility for fire extinguishment set on the outside of the building, the usage is showed below:

1. Open the connection switch of hose mouth in underground fire hydrant with a wrench

2. Connect the fire hose
3. Open valve switch of the underground fire hydrant water with a wrench
4. Join the hose and high pressure nozzle.
5. At least take two person holding the water pistol towards to the fire until the fire is put out.



6.3.3 Location of Fire Hydrant

According to the actual circumstance of power station, the fire hydrant and fire water system should be set around all the power station with the distance less than 30m away from the tank area, 50m away from the genset area, 80m away from the other buildings. The protection radius of the fire hydrant should be less than 150m. The quantity of the fire hydrant is calculated based on the amount of water consumption with 10-151/s per fire hydrant.

6.4 Fire Protection Water

① Fire protection water system should generally be independent. If fire protection water is used with other additional water, please ensure all fire protection water can through and meet the requirement of fire water pressure while other additional water reach maximum flow.

② The selection of water supply of artesian water (hydropower station water tower), water pump (fire pump), and fire protection water pool should be sorted according to different water pressure and flow of different extinguishing items. When using a single water supply cannot meet the requirements, the mixed water supply can be used.

When choose artesian water, fire protection water have to be ensured normally at any situation.

The water inlet of Hydropower station should be over one. When choose water pump for supply, it should set standby pump which works as a main pump. Also, double power supply or double circuit power supply should be adapted. If something difficult with double power supply or double circuit power supply, use engine. Fire pump equipment maintenance should be performed partial to ensure non-maintenance fire equipment such as fire pump start at any time.



PIC6.4.1- Fire pump, the left one is main pump, the right pump is stand by

When using fire pool as fire water supply, the capacity of fire pool shall meet within the fire duration. Time to replenish should not be more than 48 hours. Fire duration: flammable and combustible materials, open, half open storage (not including coal, coke open storage) should be calculated at 6 hours. A、B、C liquid tank foam extinguishing duration should be calculated at 30 minutes, duration of cooling water is 4-6 hour, the sum of fire water should be the maximum amount of water foam fire preparation and cooling water tank while using foam extinguishing from tank.



PIC6.4.2- Fire Reservoir

③ Fire protection water system should take freeze-proofing measures in cold areas.

④ Sprinklers and fire hose water spray system that from transformers or high voltage electrical equipment should be set grounding, which can link to grounding grid that connected to power plant.



PIC6.4.3- Fire Protection Water Pipeline around Kyaukpyu Power Station.



PIC6.4.4- Fire Hydrant in Kyaukpyu Power Station

VII. Appendix

Appendix 1：Fire Extinguisher Weekly Inspection Form

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號:
Job Code: ______________

電站名稱:
Power Station: ______________

滅火器編號 Fire Extinguisher	________ 年 ________ 月					
	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	備註 Remark

備注:
Remarks

1、電站滅火器需每周檢查並記錄;
Check and record fire extinguishers weekly;
2、檢查情況填寫:正常:“√”;出現異常情況，則填寫對應情況編號;
Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal;
3、存在情況包括:①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。
Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance

檢查負責人簽名:
Person in Charge of Inspection Confirm:

____

日期/Date: ____________________

電站負責人簽名:
Power Station Direct Responsible Confirm:

____

日期/Date: ____________________

Appendix 2：Fire Service Facilities Monthly Inspection Form

PP05-006-B01
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消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號: **Project Code** **電站名稱:** **Power Station** **檢查日期:** **Checking Date**

	檢查項目及內容/Inspection Items and Contents	檢查情況/Checking Condition
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、“檢查情況”欄填寫：正常：“√” 异常：“×” / Draw a √ (normal) or × (abnormal) in Checking Condition 3、“存在問題”必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名:
Person in Charge of Inspection Confirm: ________________

電站負責人簽名:
Power Station Direct Responsible Confirm: ________________

Appendix 3：Fire Equipment List

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號：Plant Code: 電站名稱：Plant Name: 更新人：Updater: 更新日期：Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

DN: PSO-PP05-001-01

Ver. 1.0

VPOWER GROUP PSO

Power Station Emergency Guide Book

Version	Update	Publish Date	Abolish Date
1.0	2019.01.02		

Draw	Compiler	Approver	PSO Director
	Matthew, Anthony		

Catalogue

I. Summary

Emergency Guide Book was created on the requirements of Prevention, Safety, Rescue, Control and Resume. It is mainly about the emergency case for potential accidents and emergencies at the power station, according to manage, control and exercise on potential accidents and emergencies at the power station. Ensure power station staffs have quickly and effectively respond when accident occurs. The emergency case of power station should be based on the safety of the personnel, and ensure the safety of the station's assets under the condition that the safety of the personnel is guaranteed.

Power station could make its applicable contingency plans with its special characteristics and actual situation, which under company policy and requirements.

II. Scope of Application

This manual apply to worldwide power station of VPOWER GROUP.

III. Emergency Response

3.1 Shutdown Risk of Accidents and Incidents.

（1）Bad weather and natural disasters such as flood, lightning, typhoon, sandstorms, collapse；

（2）Fire and explosion;

（3）Toxic substance, pollutant leaking;

（4）Industrial strike, local riots, political unrest;

（5）others.

3.2 Prevention and daily inspection

Power Station Safety Officer need to prepare the Emergency Exit Plan, Fire Equipment Layout and Safety Check List of power station. According to the security requirements, check the fire control facilities and other security equipment about the integrity and equipped, if there are any deficiencies, should be notified to Power Station Direct Responsible and PSO, and arrange the improvement job.

3.3 Basic principles for accident plan

3.3.1 The plan should have the following elements

（1）After the occurrence of possible accident prevention programs and measures and results;
（2）Set up safety management team, establish emergency commander, the participants' responsibilities;
（3）The internal alarm ,the steps of request external assistance, and emergency services information (including fire, ambulance and police, embassies, etc.);
（4）Evacuation route, escape method, the Assembly Point and nose count after evacuation;
（5）Location, status confirmation and countermeasures against accidents;
（6）Review of demand for emergency supplies.

3.3.2 Each power station need to specify a Power Station Safety Officer and the following main responsibility,

（1）Power Station Safety Officer shall organize teams to take corresponding measures, carry out emergency rescue and evacuation duty. The measures and rescue can be made of power station actual requirements;
（2）Check and guarantee emergency supplies which are enough, keep well and change in time;
（3）When the power station's safety supply is insufficient, it is necessary to purchase and supplement;

（4）When accident happening, Power Station Safety Officer must immediately go to the accident scene, confirm the accident condition and location then arrange rescuing the trapped and the precious material. It is necessary to contact the local emergency rescue department in time (including the fire station, the rescue center, the police station, and the local embassy, etc.) to assist evacuation;

（5）Pull up caution tape and caution fences to isolate the accident area, then cooperate with investigators to investigate incidents scene;

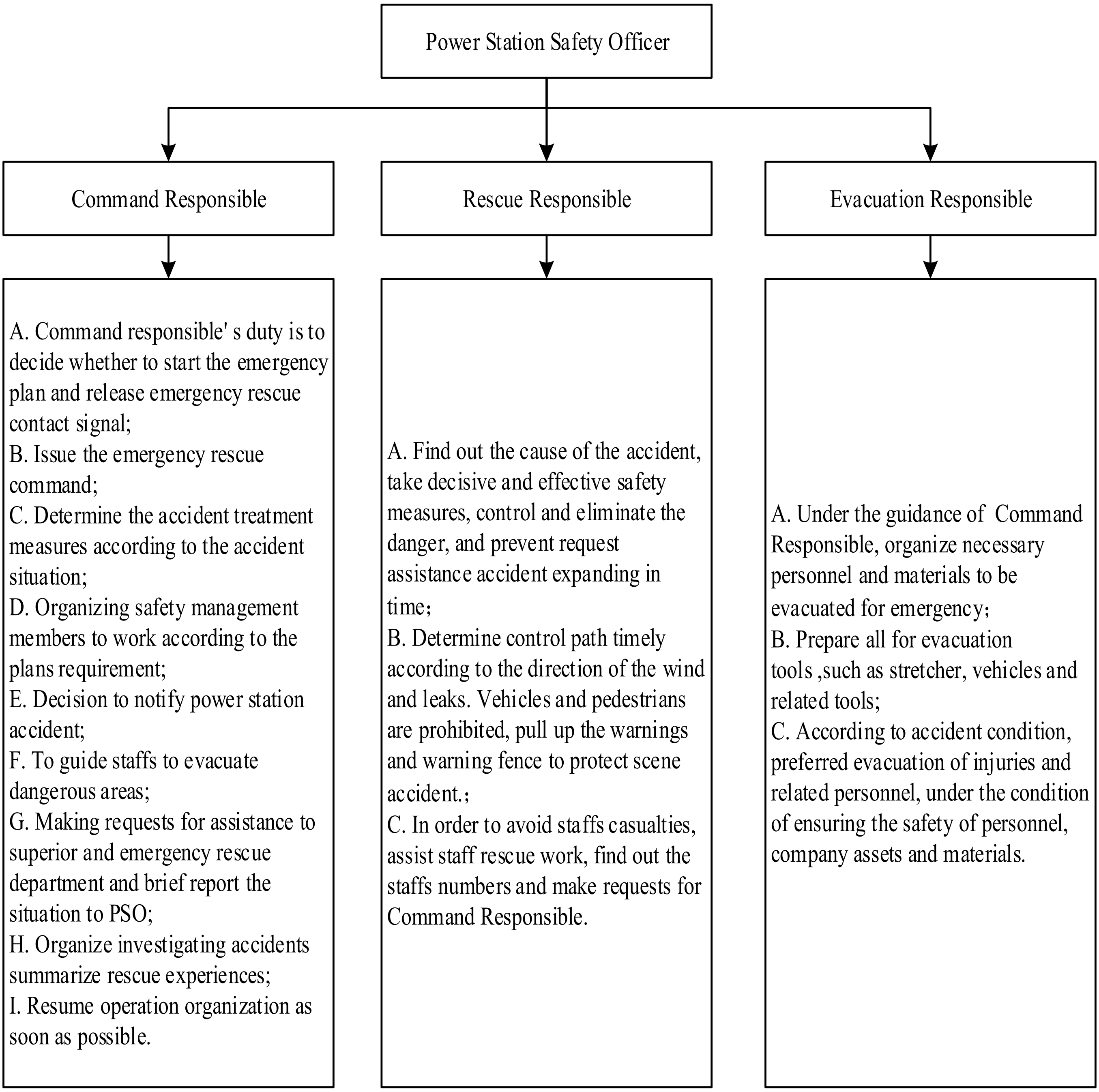
（6）If work accidents happen, the injured patients should be sent to the nearest hospital for medical treatment immediately, and report the to the superior and PSO;

（7）Organize staffs to exercise and study the knowledge of safety production, emergency rescue and fire protection drills condition every year, and review the effectiveness of staff exercise;

（8）Power Station Safety Officer regularly(at least once a year) organizes tests exercises of the emergency preparedness and response plan for the project, which mainly simulates that the situation operation interrupted in an emergency situation and record the time and number of people required from the interruption to the restoration of normal power generation conditions. The date of tests can be future reference.

3.3.3 Power Station Safety Officer is responsible for the construction of the safety management team. The specific division of labor is shown in Figure 3.3-1:

Safety management team structure diagram



PIC 3.3-1 Safety management team structure diagram

3.3.4 After hearing the accident warning, Power Station Safety Officer should immediately rush to the accident scene, confirm the status and location, then arrange for rescue of personnel and materials;

3.3.5 Emergency exercise are mainly designed to deal with emergencies including communicate with emergency departments, using emergency equipment, emergency material, and evacuate plan.

3.3.6 The review of emergency exercises may include:

（1）The emergency measures of suitability;

（2）The adequacy of the emergency facilities;

（3）Staffs safety consciousness, ability and behavior;

（4）In case of emergency ,make sure to successfully contact the outside, keep the exits accessible.

（5）Safety management team of each project Direct, Direct of security organization ability and the power station, post function suitability;

3.3.7 Emergency equipment and emergency materials must be checked at least once a year by Power Station Safety Officer. Emergency plan should be check and update at least once a year by Power Station Safety Officer. If the status of Power Station can’t fit to the requirements of the plan, it can be modified according to the actual situation.

IV. Accident emergency plan

4.1 Variable voltage system area accident

The plan is designed to deal with all kinds of accidents caused in the transformer area. The plan is to ensure smooth running of power station. Safety of staffs life and property and enhance the ability to deal with staffs casualty accidents.

4.1.1 Requirement

（1）The safety management team should prepare emergency equipment, such as Class ABC extinguisher insulating rod and so on.

（2）If there is an emergency situation where someone is electrocuted in the area of the variable voltage system or affected by an accident, Power Station Safety Officer should inform to cut off power immediately. Then inform to PSO and call the emergency department for assistance.

（3）To prevent accident become worse, Power Station Safety Officer should make a quickly solution for accident with safety management team. Isolate the accident area after finish the rescuing job.

（4）To ensure the ceaseless power supplying, Power Station Direct Responsible have to try all possible means to keep unaffected equipment running.



PIC 4.1-1 Substation maintenance operations

4.2 Fire safety emergency plan

The fire safety emergency plan is formulated to carry out fire control, ensure the safety of life and property, and against fire accidents.

4.2.1 Requirements.

（1）Safety management team needs to check whether fire extinguishing equipment is adequate, and arrange exercise and training regularly;

（2）When emergency situation happen, staff who discover the emergencies should carry out the rescue as soon as possible, and inform Power Station Safety Officer and Power Station Direct Responsible. If the fire is under control, Power Station Safety Officer should arrange to fight fire, isolate the accident area and recue and inform PSO.

（3）If fire is out of control, Power Station Safety Officer should organize evacuation efficiently from radio, check the number of evacuated staffs. And call the fire department for assistance. After that Power Station Safety Officer isolate the accident area and inform PSO about the accident.

（4）To ensure the ceaseless power supplying, Power Station Direct Responsible have to try all possible means to keep unaffected equipment running.



PIC 4.2-1 Fire safety training

4.3 Work-related injury plan

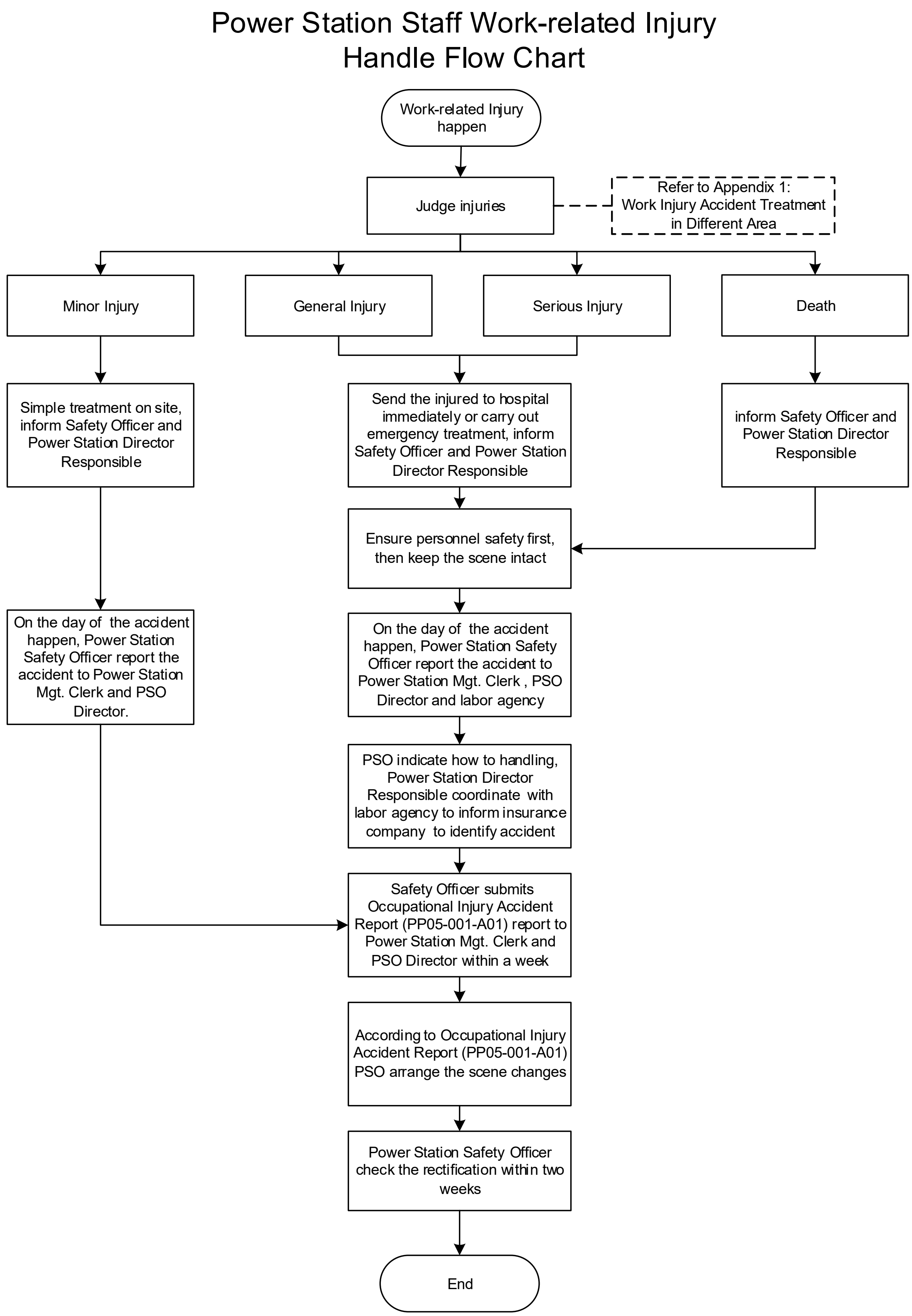
The plan is formulated to deal with accidents and casualties, correctly, effectively and quickly ensure the normal operation of the power station and minimize impacts and losses caused by staff s ' accidents and casualties.

4.3.1 Requirement

（1）The power station needs to be equipped with medicines and medical supplies;

（2）Power Station Safety Officer establish training program and conduct regular training and first aid exercises for staffs.

（3）When staff found another staff who injuries by accidents, the discover should give him first aid in time and find someone to inform Power Station Safety Officer and Power Station Direct Responsible. According to the situation of staff who injuries, Power Station Direct Responsible decide whether to send him to the hospital for treatment and inform his family. When staff found someone died by accidents, the discover should protect the accident area and inform Power Station Safety Officer and Power Station Direct Responsible. And then, Power Station Direct Responsible report the accident to the police and inform staff's family. For details, please refer to Figure 4.3-1:



PIC4.3-1 Work-related Injury Handle Flow Chart

（4）Power Station Direct Responsible investigate accident, formulate the corresponding prevention measures, and report to PSO;



PIC 4.3-1 Personnel casualties

4.4 Infections disease contingency plan

The plan is designed to prevent and control all kinds of infectious diseases effectively in power stations, cut off the means of transmission and reduce the number of cases.

4.4.1 Requirement

(1) When a suspected infectious disease occurs in power station, a staff finds a suspected case of infection disease, he must report it to Power Station Safety Officer. Power Station Safety Officer immediately reports to the PSO， labor company , the local hospital, Center for Disease Control and Prevention and the Chinese Embassy;

(2) Infectious diseases are mainly divided into categories A, B and C:

① Class A infectious diseases refer to plague and cholera.

② Class B infectious diseases shall include SARS, AIDS, viral hepatitis, poliomyelitis highly pathogenic avian influenza, measles, epidemic hemorrhagic fever, rabies, epidemic encephalitis B, dengue fever, anthrax, bacterial dysentery, amebic dysentery, pulmonary tuberculosis, typhoid fever paratyphoid, epidemic cerebrospinal meningitis, pertussis, diphtheria, neonatal tetanus, scarlet fever,

brucellosis, gonorrhea, syphilis, leptospirosis, bilharziasis and malaria.

③ Class C infectious diseases refer to: influenza, mumps, rubella, acute hemorrhagic conjunctivitis, leprosy, epidemic typhoid fever, endemic typhus, Kala-azar, hydatid disease, mumu, infectious diarrhea other than cholera, bacterial dysentery, amoebic dysentery, typhoid and paratyphoid.

(3) Infections diseases response level:

① Level 1 (general incident): When a suspected infectious diseases occurs in the power station, the number of infected staff is below 3, Power Station Safety Officer calls local hospital for assistance and reports it to PSO. The safety management team takes measures such as control and isolation of the source of transmission, enforcing ventilation and disinfection of the ward area and taking preventive medicines;

② Level 2 response (general epidemic): When a suspected infectious diseases occurs in the power station within a week, the number of infected staff is from 3 to 5 and epidemics has a trend of concentrated incidence (3 or more similar case), safety management team should isolate suspected infectious, Power Station Safety Officer informs local hospital for assistance and reports it to PSO. Safety management team take measures such as control and isolation of source of transmission, enforcing ventilation and disinfection of the ward area and taking preventive medicines.

③ Level 3 response(major epidemic): When a suspected infectious diseases occurs in the power station within a week, the number of infected staff is more than 5, and epidemics has a trend of concentrated incidence (5 or more similar cases), safety management team should isolate suspected infectious patient, Power Station Safety Officer informs local hospital for assistance and reports it to PSO. Safety management team take measures such as control and isolation of source of transmission, enforcing ventilation and disinfection of the ward area and taking preventive medicines.



PIC 4.4-1 **Epidemic control**

4.5 Emergency plans for staff strikes or riots

The plan is formulated to quickly handle mass emergencies such as strike/riots, maintain the reputation of the company, avoid and minimize company losses and personal injury of employees.

4.5.1 Requirement

（1）Power Station Direct Responsible sends a report to the PSO according to the state of affairs and listens to the PSO advice to avoid or minimize the economic loss and social impact caused by the accident;

（2）Refuse all interviews and avoid the expansion of events; Power Station Direct Responsible need to consult with the local cooperative labor company about the accident;

（3）If there are riots or parades at the power station, the gate should be closed to prevent rioters from entering the power station, employees are strictly prohibited from participating in the riots, and security need to strengthen inspection to ensure normal production of the power station. If some equipment is damaged or interrupted, the damaged part should be adjusted immediately if it does not affect production, to ensure the production of the power station. Power Station Safety Officer should report the situation in time to Power Station Direct Responsible and PSO.



PIC 4.5-1 **Riot**

4.6 Emergency plan for lightning stroke

Most of the power stations are located in open spaces and are generally located in remote locations. VPOWER overseas power stations are mainly distributed in tropical and subtropical regions. The weather in this area is unstable, and it is rainy and thunderous all year round. Therefore, it is particularly important to formulate emergency plans for lightning stroke.

4.6.1 Main hazards of lightning stroke

（1）High temperature damage equipment during lightning discharge.

（2）The strong mechanical effect of lightning discharge causes damage to the plant or equipment;

（3）Electrostatic induction and electromagnetic induction caused damage to the plant and equipment during lightning discharge.



PIC 4.6-1 Lightning weather

4.6.2 Requirement

（1）PSO and power station site personnel need to check whether there is lightning protection facilities, if power stations are lack of lightning protection equipment, it is necessary to supervise the corresponding departments to improve the lightning protection equipment;

（2）Do not arrange maintenance and repair work in the thunderstorm weather, strengthen monitoring of the power station;

（3）When an emergency occurs staff shall inform Power Station Safety Officer and Power Station Direct Responsible first, Power Station Safety Officer and Power Station Direct Responsible shall inform PSO about the damage for filing;

（4）Part of equipment, even all equipment is shutdown of lightning stroke. Staff should inspect the equipment as soon as possible, as weather and other conditions permit.

（5）To ensure the ceaseless power supplying, Power Station Direct Responsible have to try all possible means to keep unaffected equipment running.

4.7 Emergency Plan for Thunderstorm Weather

4.7.1 The characteristics of the thunderstorm weather

Thunderstorm is a severe weather phenomenon which is caused by air in extremely unstable conditions. It often carries strong winds, heavy rain, lightning, lightning strikes, and even hail or tornadoes, which can cause disaster accidents.



PIC 4.7-1 **The thunderstorm weather**

4.7.2 Requirement

（1）Repairing power station equipment damaged by thunderstorms;

（2）Check all generator, eliminate hidden hazards and repair generator and facilities damaged due to thunderstorms; According to the actual situation, Power Station Direct Responsible judge whether a part of equipment or all of the equipment can be restored;

（3）Power Station Safety Officer arranges employees to drained and clean up the power station;

（4）Power Station Safety Officer send a report about the emergency.

4.8 Emergency plan for flood disaster

4.8.1 The characteristics of the flood disaster:

Rainwater accumulates and cannot be discharged because of heavy rain; because of the low-lying position of the power station, seawater is poured into the power station. If the ground of the power station is submerged, the equipment may not operate safety and even cause the equipment tripping.



PIC 4.8-1 Flood situation

4.8.2 Requirement

（1）The safety management team needs to prepare emergency equipment such as drainage pumps, sandbags, life jackets, and emergency lighting equipment;

（2）Power Station Safety Officer should keep an eye on flood disaster information from local emergency departments, such as radio, television and the Internet. If finds that the flood' disaster will affect the operation of power station, it is necessary to report the disaster situation to Power Station Direct Responsible, and request PSO for support materials, personnel and equipment if in need;

（3）In an emergency staff shall inform Power Station Safety Officer and Power Station Direct Responsible first, Power Station Safety Officer and Power Station Direct Responsible inform the emergency service department for rescue, and inform the PSO for filing;

（4）Power Station Safety Officer discusses rescue work with safety management team and assist in flood control and rescue work. Power Station Direct Responsible disconnects the power grid and all equipment, and use all possible methods to protect the equipment which is not effected by accident, such as put sandbags. When the water rises to a level that threatens personal safety, all employees should evacuate in time, and the power of relevant equipment should be cut off and other safety measures should be taken before evacuation;

（5）After the flood disaster, staff clean up the site, check the situation of the equipment, Power Station Direct Responsible determine whether all equipment can be resumed operations.

4.9 Emergency plan for typhoon weather

4.9.1 The characteristics of typhoon weather

The typhoon originated in the tropical sea where the temperature was high. A large amount of seawater was evaporated into the air, which forming a low pressure center. As long as the temperature does not drop, the tropical cyclone will become more and more powerful and eventually become a typhoon.



PIC 4.9-1 **The typhoon weather**

4.9.2 Requirement

（1）Power Station Safety Officer needs to keep an eye on the typhoon weather information on radio, television and the internet, and report it to the PSO. Power Station Safety Officer determine whether to maintain the operation of the power station in this bad weather;

（2）Power Station Safety Officer checks the emergency equipment for against floods, such as drainage pumps, sandbags, life jackets, and emergency lighting equipment;

（3）Power Station Safety Officer arranges employees to clean up the scene, check the equipment and repair the equipment damaged by the typhoon. Power Station Direct Responsible writes a report specifically stating that the generator are shut down due to weather reasons, determine whether all equipment could be restored or not, and according to conditions.

（4）In the case of disasters such as floods, refer to the treatment of 4.7.2;

4.10 Emergency plan for earthquake

4.10.1 The characteristics of earthquake disasters:

（1）Earthquake is one of the huge, inevitable natural disaster which the common world facing. Sudden and strong and short duration characters make it, cause significant casualties and economic losses.

（2）It is much more difficult to predict and defense than meteorological disasters such as floods, droughts and typhoons.

（3）The earthquake also produced secondary disasters. Earthquakes not only produce serious direct disasters, but also inevitably produce secondary disasters such as fires, floods, tsunamis, mudslides, landslides, and plagues.



PIC 4.10-1 **Earthquake disaster**

4.10.2 Requirement

（1）Prepare shelter and emergency supplies, such as flashlights, potable water for three days, and medicines, etc.;

（2）During the earthquake, keep calm and hide in a small room with small span and strong stiffness. After the earthquake, Power Station Safety Officer should gather employees to the emergency assembly point and count the number of employees. For those trapped, Power Station Safety Officer inform the rescue organization of the number of trapped employees. When the safety management team knows that it could enter the earthquake-stricken area again, they should set up rescue team to search and rescue trapped employees;

（3）After the earthquake, Power Station Safety Officer arranged employees to clean the scene cover the facilities damaged by the earthquake, and inspect the equipment such as tubing, trachea and oil tanks, Power Station Direct Responsible writes a detailed report about generator shut down due to weather reasons, Power Station Direct Responsible determines whether all equipment can be resumed or not, according to the situation.

4.11 The emergency plan for tsunami disaster

4.11.1 The characteristics of the tsunami disaster:

Tsunami is a catastrophic wave, usually which can be classified into 3 categories according to their cause, such as volcanic tsunami caused by a volcanic eruption, landslide tsunami caused by a submarine landslide and earthquake tsunami caused by a submarine earthquake. After a shock, the shock waves spread far away from the sea with ever-expanding circles, so the tsunami sometimes reaches thousands of kilometers away from the source of the earthquake after the earthquake occur. Earthquakes are the most obvious precursor to a tsunami.



PIC 4. 11-1 **Tsunami disaster**

4.11.2 The plan requirement

（1）Power Station Safety Officer keep an eye on television and radio news. If Power Station Safety Officer hear reports about earthquakes nearby, everyone should prepare, such as a first-aid kit with enough food, medicine, drinking water and other necessities for 72 hours;

（2）When the tsunami lands, the sea water will significantly raise or reduce. If a power station staff sees that the sea was retreating at an unusual speed, Power Station Safety Officer immediately evacuates all employees to a higher inland area and counted the number of people. For those who did not evacuate in time, tell the rescue organization to file the case;

（3）After the tsunami, Power Station Safety Officer arranged employees to clean up the site, cover the facilities damaged by the tsunami, inspect the equipment such as tubing, trachea and oil tanks, Power Station Direct Responsible writes a detailed report about generator shut down due to natural reasons. Power Station Safety Officer determine whether all equipment can be resumed operation or not, according to the actual situation.

4.12 emergency plan for sandstorm

4.12.1 The characteristics of the Sandstorm:

Sandstorm is a weather phenomenon which strong winds blow dust and sand on the ground to make the air very turbid and visibility is less than 1km.



PIC 4. 12-1 **Sandstorm weather**

4.12.2 The plan requirement

（1）Power Station Direct Responsible needs to report to PSO and determine whether to maintain the operation of the power station in this bad weather;

（2）After the sandstorm, Power Station Safety Officer arranges employees to clean up the site, cover the facilities damaged by the sandstorm, inspect the equipment such as tubing, trachea and oil tanks. Power Station Direct Responsible writes a detailed report about generator shut down due to

natural reasons. Power Station Safety Officer determines whether all equipment can be resumed operation or not, according to the actual situation,

V. Safety precautions in inclement weather

5.1 The weather forecast

The designated staff is responsible for the collection of weather status. He should warn through WhatsApp on 72 hours before the bad weather arrives, report the weather status on 48 hours before the bad weather arrives, and report the generator status on 24 hours before the bad weather arrives.

5.2 Preventive works

According to the weather forecast, if generator needs to be maintained or repaired, the technicians can carry out maintenance in advance or later according to the power generation needs, so as to avoid operating in bad weather as far as possible.

5.3 Safety precautions for lightning strikes, thunderstorms and typhoons

（1）When staff needs to outdoor operating in lightning strikes, thunderstorms or typhoons weather, they should try to stay away from barbed wire, lightning rods and overhead wires. They should wear insulated shoes and insulated raincoats and prohibit using metal rain gear. If the weather becomes worse, outdoor work should be suspended and go to indoor shelters;

（2）When working indoors, pay attention to the hazards of lightning immersion waves and avoid picking up mobile phones. The power lines, communication lines, and network lines of indoor electrical equipment must be cut off as necessary.

5.4 Safety precautions in sandstorm

（1）During the sandstorm, you must drink more water when working indoors. If the power station has an air humidifier, uses it keep the air fresh;

（2）When the sandstorm occurs, staff need to have outdoor activities, they should use a wet towel or fabric to protect mouth, nose and eyes and wear dustproof clothes, gloves, masks, goggles, etc.

VI. Appendix

Appendix 1: Work Injury Accident Treatment in Different Area

Appexdix 1

	Occupational Injury Treatment Guidance Note
Myanmar	1. On-site staff were minor injured, the employer informed the labor service company to assit dealing with;
	2. The labor service company buys the medical and work-related injury insurance for its employees. General work-related injury medical expenses are coverd by the labor service company and applied to the insurance company for compensation, but medical treatment should be made at the designated public hospital;
	3. If staff is injuried on-site or is not able to work for illness for a long time, local hospital will issue a vocation sick leave.The employer and the local labor department will pay the workers according to their vacation time. The actual employer shall pay 50% of the normal salary and the labor department pays 60 % (10% as a solarium).Longest payment period is 6 months. If employee still can not continue to work over 6 months, the employee will be considered as voluntary separation, and the employer has nothing to do;
	4. If there is a major casualty accident and identified as no fault of the employer, the labor company and the insurance company is solely responsible for the relevant compensation costs and follow-up after-care matters, and the employer has nothing to do.
Indonesia	Labor service companies buy social security for employees (including work-related injuries), providing public health care services and compensation.Work injuriy is the sole responsibility of the labor service company.
Chad	1. The labor service company buys the social security for the staff. If the staff is slightly injured, the labor service company assists the employee to apply for the relief fund to the Social Security Bureau by oneself;
	2. In the event of major casualties, labor service company process first, and then feedback the disposal situation to employer.
Traffic Accident	Process as sick leave if site staff suffers traffic accident and asks for leave.

Appendix 2: Occupational injury accident report

PP05-001-A01
Ver. 1.0

工 傷 事 故 報 告
Occupational Injury Accident Report

電 站 Power Station		電站編號 Job Code		日 期 Date	
工傷員工姓名 Name Of Injured Employee		工 號 Job NO.		職 務 Position	
事故經過及原因/Accident and cause:					
員工受傷情況及勞務公司處理情況/ Injury status and labor company handling:					
整改措施/ Corrective actions:					
整改限期 Corrective date:			實際完成整改日期 Finish date:		
安全責任人/Safety Officer:			電站負責人/Power Station Direct Responsible:		
電站管理專員/Power Station Mgt. Clerk:			PS0 總監/ PSO Director:		

To
Chairman
Myanmar Investment Commission
Yangon

Date: 10th January, 2019

Subject: Welfare program for employees

VPower Myanmar Limited (Yangon Branch) hereby declare that we have made all necessary arrangements for welfare programs for employees, as follows:

1. We will supply adequate water and purified drinking water to employees and arrange working environment with the adequate light and good ventilation.
2. We will make sure that all employees to be registered with the Social Security Scheme according to the Social Security Law in order to enjoy benefits granted by the Scheme.
3. We will set up a first-aid kit and provide a car for emergency cases.
4. Overtime allowance will be paid to relevant employees, who need to work overtime, in compliance with the Labour Laws.
5. We will provide uniforms to the employees who work at Power Plant.
6. We will arrange transportation for the employee to and from the Power Plant by providing ferry or paying transportation allowance.
7. We will pay bonus to employees based on the company's profit from business operation and job performance of the employee.

Signature :

VPOWER MYANMAR LIMITED

Name :Mr. Wing Fai Oscar Ng

Designation :Legal Representative

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

VPOWER GROUP

To
Chairman
Myanmar Investment Commission
Yangon

Subject : Undertaking for contributing towards Corporate Social Responsibilities (CSR) in the Republic of the Union of Myanmar by VPower Myanmar Lim- ited (Yangon Branch)

Your Excellency,

VPower Myanmar Limited (Yangon Branch) undertakes that 2% of Net Profit earned from our business will be contributed towards Corporate Social Responsibilities (CSR) in the Republic of the Union of Myanmar.

Signature :

Name :Mr.Wing Fai Oscar Ng

Designation :Legal Representative

VPOWER MYANMAR LIMITED

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

To
Chairman
Myanmar Investment Commission
Yangon

Subject : Environmental Impact Assessment Plan of VPower Myanmar Limited (Yangon Branch)

The EIA will address potential environmental impacts and benefits (direct, indirect and cumulative Impacts) associated with all phases of the project including design, construction, and operation and decommissioning, and will aim to provide the environmental authorities with sufficient information in order to make an informed decision regarding the project.

1. Provide an overall assessment of the environments affected by the proposed project.
2. Assess potentially significant impacts associated with the nominated preferred transmission line corridors and the powerplant.
3. Identify and recommend appropriate mitigation measures for potentially significant environmental impacts.
4. Undertake a fully inclusive public involvement process to ensure that to follow the global standard, and that their issues and concerns are recorded.

Signature :

Name :Mr.Wing Fai Oscar Ng

Designation :Legal Representative

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

Form(2)

Proposal Form

To,

Chairman

Myanmar Investment Commission

Yangon

Reference No. ___________

Date. 10th January, 2019

Your Excellency,

I do apply for the permission to make an investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars: -

1. Investor (or Promoter)

(a)	Name	Vpower Myanmar Ltd(H.K)(Represented by Mr.Lo Siu Yuen)
(b)	Father's name	Mr.Lo Hung Fat
(c)	ID No. / Passport No./ National Registration Card No	PP No.KJ0561917
(d)	Citizenship	Chinese
(e)	Address	
	(i) Address in Myanmar	
	(ii) Residence abroad	Flat D, 1/F, Block 3,Lakeview Garden,21 Yau on Street, Tai Wai, New Territories, Hong Kong
(f)	Phone /Fax	2687 6517
(g)	E –mail address	podtaki@vpower.com
(h)	Name of Principal Organization	VPower Myanmar Limited
(i)	Type of business	Generation of 90MW Electricity from gas engine, supply and sales of electricity
(j)	Principle Company's address	Units 2701-05, 27F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street,Hung Hom, Kowloon, Hong Kong

2. If the investment business is formed under Joint Venture, partners: -

(a)	Name	
(b)	Father's name	
(c)	ID No. /Passport No./ National Registration Card No.	
(d)	Citizenship	
(e)	Address	

(i) Address in Myanmar ....

(ii) Residence abroad ....

(f) Parent Company ....

(g) Type of Business ....

(h) Parent Company's Address ....

Remarks: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy)

(2) National Identification Card (copy) and Passport (copy)

(3) Evidences about the business and financial conditions of the participants of the proposed investment business

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name VPower Myanmar Ltd (Yangon Branch)

(b) Name of Contact Person Mr.Wing Fai Oscar Ng

(if applicant is Business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No. /Passport No./ PP No.KJ0558036

National Registration Card No ....

(d) Citizenship Chinese

(e) Address in Myanmar ....

(f) Phone /Fax 3610 7821

(g) E –mail address oscar@vpower.com

4. Type of proposed investment business – Generation of 90MW Electricity from gas engine, supply and sales of electricity

(a) Manufacturing

(b) Services related with manufacture ....

(c) Service ....

(d) Others ....

Remarks: To submit the explanation of business relating to the above paragraph (3) :-

5. Type of business organization to be formed

(a) One hundred percent 100% Foreign Company

(b) Joint venture ....

(i) Foreigner and citizen ....

(ii) Foreigner and government department/organization ....

(c) By contract based:-

(i) Foreigner and citizen ....

(ii) Foreigner and government department/organization ....

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1	VPower Myanmar Limited	Hong Kong	100%

7. Particulars of Company incorporation ....

(a) Authorized capital ....

(b) Type of share ....

(c) Number of shares ....

Remarks: Memorandum of Association and Articles of Association of the Company shall be submitted relating to the above paragraph 7.

8. Particulars about Paid up Capital of the investment business

US$

(a) Amount/percentage of local capital to be contributed ....

(b) Amount/percentage of foreign capital to be brought in 65,280,000

Total 65,280,000

(c) Annual or Period of proposed capital to be brought in Within One Year

(d) Value / Amount of investment US$65,280,000

(e) Investment period 60 months from the Commercial Operation Date, subject to renewal,by the agreement of both parties.

(f) Construction/ Preparation period-within 270 days from the date of Commencement 7th May 2018

Remarks: Describe with annexure if it is required relating to the above paragraph 8 (e).

9. Detailed list of foreign capital to be brought in –

		Foreign currency (USD in Million)	Equivalent Estimated Kyat (1US$=1535 Ks at the date of October 12,2018)
(a)	Foreign currency (type of currency and amount)	3.352	5,145.00
(b)	Value of machinery and equipment (to enclose detailed list)	61.195	93,935.00
(c)	Value of initial raw materials and other similar materials (to enclose detailed list)	0.529	812.50
	Value of license, intellectual property, industrial design, trademark, patent, et	0.103	158.50
(e)	Value of technical know-how	0.101	154.50
(f)	Others(eg: Construction materials)		
	Totals	65.280	100,205.50

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (b).

10. Detail list of local capital to be contributed:-

		Equivalent Kyat (Million)
(a)	Amount	…..
(b)	Value of machinery and equipment (to enclose detailed list)	…..
(c)	Value or rental rate for land and buildings	…..
(d)	Cost of building construction	…..
(e)	Value of furniture and assets (to enclose detailed list)	…..
(f)	Value of initial raw material (to enclose detailed list)	…..

(g) Others ……..

Total ……..

11. Particulars of Loans -

☐ Loan (local) ....Kyat (s)........

....US$........

☐ Loan (abroad) ....US$........

12. Particulars about the investment business:

(a) Investment location(s)/place(s) Near No(1) Steel Mill (Myingyan), Sarkhar Village Taungthar Township, Myingyan District,Mandalay Region, the Republic of the Union of Myanmar

(b) Type and area requirement for land or land and Building – Land area about 33,835 square meters

For Buildings

One containerized 12 feet x 12 feet control room

One 12 feet x 15 feet office building alongside with the control room

One Senior House for supervisor who will manage the gas supply infrastructure

One Junior House for two shift engineers

One Labour Barrack

(i) Location Near No(1) Steel Mill (Myingyan), Sarkhar Village Taungthar Township, Myingyan District,Mandalay Region, the Republic of the Union of Myanmar

(ii) Area and number of lands/buildings Land Area about 33,835 square meters

For Buliding

One containerized 12 feet x 12 feet control room

One 12 feet x 15 feet office building alongside with The control room

One Senior House for supervisor who will manage the Gas supply infrastructure

One Junior House for two shift engineers

One Labour Barrack

(iii) Owner of land ....

(aa) Name/company/department — Ministry of Electricity and Energy

(bb) National Registration Card No ....

(cc) Address — Office Building (27), Nay Pyi Taw

(iv) Type of land — State Owned Land

(v) Period of land lease contract — 60 months fom the Commercial Operation the commercial operation date, subject to renewal, by the agreement of both Parties

(vi) Lease period,

(vii) Lease rate ....

(aa) Land — Free of Charge (FOC) inlude in PPA

(bb) Building ....

(viii) Ward — Near Sarkhar Village

(ix) Township — Taungthar Township, Myingyan District

(x) State/Region — Mandalay region

(xi) Lessee ....

(aa) Name/ Name of company/Department VPower Myanmar Limited (Yangon Branch)

(bb) Father's name ....

(cc) Country of citizenship ....

(dd) ID No./Passport No. — CR No.106388776

(ee) Residence Address — No. 221, 16th floor,Room 16-08 Kauktada Township, Yangon Region, the Republic of The Union of Myanmar

Remarks: Following particulars shall be submitted relating to above paragraph 12 (b).

(i) To submit land ownership, ownership evidences and land map

(ii) To submit land lease (Draft) agreement and to submit recommendation of the Union Attorney General Office if the land is related to the Union

(c) Requirements of building to be constructed

(i) Type/number of buildings — One containerized 12 feet x 12 feet control room

One 12 feet x 15 feet office building alongside with The control room

One Senior House for supervisor who will manage the Gas supply infrastructure

One Junior House for two shift engineers

One Labour Barrack

(ii) Area — Land Area about 33,835 square meters

(d) Annual products to be produced /service - Annex-11

Remarks: Detailed list shall be enclosed relating to the above paragraph 12 (d).

(e) Annual requirement of materials/ raw materials ....

Remarks: Relating to the above paragraph 12 (e) detailed list of products in terms of type of products, volume, value, technical specifications for the production shall be listed and enclosed.

(f) Production system ....

(g) Technical know-how ....

(h) Sales system ....

(i) Annual fuel requirements (to prescribe type and quantity) ....

(j) Annual electricity requirements ....

(k) Annual water requirements (to prescribe daily requirements, if any) ....

13. Detailed information relating to financial standing:

(a) Name/company's name — VPower Holdings Limited

(b) ID No./National Registration Card No./ Passport no. — ID No.793487

(c) Bank Account No. — 44707742415(HKD)
44717766333(USD)
44717766384(EUR)

Remarks: To enclose bank recommendation from resident country or annual audit report of the principal company relating with regard to the above paragraph 13.

14. List of employment to be required in the investment business:-

Item	Designation / Rank	Citizen	Foreign	Total
a	Senior management (Managers, Senior officials)	-	14	14
b	Other management level (Except from Senior management)	-	-	-
c	Professionals	-	-	-
d	Technicians	-	-	-
e	Advisors	-	-	-
f	Skilled Labour	12	-	12
g	Workers	73	-	73
	Total	85	14	99

Remarks: The following particulars shall be enclosed relating to the above paragraph 14.

(i) Number of employee, designation, salary, etc.

(ii) Plan for social security and welfare of all employees

(iii) Family accompany with foreign employee

(iv) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not:

√ Land Rights Authorizations Application

Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

VPOWER MYANMAR LIMITED

Signature of the applicant

Name ....

Title -Mr.Wing Fai Oscar Ng

Department/ Company -VPower Myanmar Limited (Yangon Branch)

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

   (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

   (1) Name ....

   (2) Address ....

   (3) N.R.C No./ Passport No. ....

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1) ....

   (2) ....

   (3) ....

2. The principal location or locations of the investment: - Near No (1) Steel Mill (Myingyan), Sarkhar Village Taungthar Township, Myingyan District,Mandalay Region, the Republic of the Union of Myanmar

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: Generation of 90MW Electricity from gas engine, supply and sales of electricity

4. The proposed amount of the investment (in Kyat and US$) US$ 65,280,000

5. A description of the plan for the implementation of the Investment including expected timetable:

   (a) Construction or Preparatory Period (Describe MM/YY) - Within 270 days from the date of Commencement (7th May 2018)

   (b) Commercial Operation Date (Describe MM/YY) - Within 270 days from the date of Commencement (7th May 2018)

6. Number of employees to be appointed:

(a) Local .... 85 ....

(b) Foreign (Expert/ Technician) .... 14 ....

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

(a) Capital in-cash to be brought in .... US$ 65,280,000 ....

.

(b) Capital in-kind to be brought in ....

....

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Form(2)

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name Mr. Wing Fai Oscar Ng

Title Legal Representative

Department/ Company VPower Myanmar Limited (Yangon Branch)

Application form for Land Rights Authorization

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. 10.1.2019

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization - Ministry of Electricity and Energy
   - (b) Area - Land area 33,835 square meters
   - (c) Location - Near No(1) Steel Mill (Myingyan), Sarkhar Village Taungthar Township, Myingyan District, Republic of the Union of Myanmar
   - (d) Initial period permitted to use the Land (Validity of land grant) - 60 months fom the Commercial Operation Date, subject to renewal, by the agreement of both Parties
   - (e) Payment of long term lease as equity Yes ( ) No (√)
   - (f) Agreed by Original Lessor Yes (√) No ( )
   - (g) Type of Land -State Owned Land
2. Lessor
   - (a) Name / Company's name/ Department/ Organization - Ministry of Electricity and Energy
   - (b) National Registration Card No
   - (c) Address office building (27),Nay Pyi Taw
3. Lessee
   - (a) Name / Company's name /Department/ Organization -VPower Myanmar Limited (Yangon Branch)
   - (b) National Registration Card No / Passport No. -CR No. 106388776
   - (c) Citizenship -

(d) Address - No.221, 16th floor, Room 16-08 Kauktada Township,Yangon Region,the Republic of Union of Myanmar

4. Particulars of the proposed Land Lease

(a) Type of Investment - Generation of 90MW Electricity from gas engine, supply and sales of electricity

(b) Investment Location(s) - Near No(1) Steel Mill (Myingyan), Sarkhar Village Taungthar Township, Myingyan District, the Republic of the Union of Myanmar

(c) Location (Ward, Township, State / Region) - Near Sarkha Village Taungthar Township, Myingyan District, the Republic of the Union of Myanmar

(d) Area of Land - 33,835 square meters

(e) Size and Number of Building (s)
- One containerized 12 feet x 12 feet control room
- One 12 feet x 15 feet office building alongside with the control room
- One Senior House for supervisor who will manage the gas supply infrastructure
- One Junior House for two shift engineers
- One Labour Barrack

(f) Value of Building US$ 30,000

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year) ______________________

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)

Rate per Acre: ______________________

9. Whether it is agreed by original land lessor or land tenant not. - Agree

10. Proposed land or building use/lease period -60 months from the Commercial Operation Date, subject to renewal, by the agreement of both Parties

11. Whether it is the land located in the Relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zoneand etc or not (To describe Zone) -

VPOWER MYANMAR LIMITED

Signature
Name of Investor Mr. Wing Fai Oscar Ng
Designation Legal Representative
Department/Company VPower Myanmar Limited (Yangon Branch)

ပုံစံ (၂)

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ ဇန်နဝါရီ လ ၁၀ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များ ကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် Vpower Myanmar Ltd (H. K) (Represented by Mr. Lo Siu Yuen)

(ခ) အဖအမည် Mr. Lo Hung Fat

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ PP No. KJ0561917

နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား Chinese

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း

(၂) ပြည်ပ Flat D, 1/F, Block 3,Lakeview Garden,21 Yau on Street, Tai Wai, New Territories, Hong Kong

(စ) တယ်လီဖုန်း /ဖက်စ် ၂၆၈၇၆၅၁၇

(ဆ) အီးမေးလ်လိပ်စာ podtaki@vpower.com

(ဇ) ပင်မကုမ္ပဏီအမည် VPower Myanmar Limited

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ Units 2701-05, 27F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong

(ည) လုပ်ငန်းအမျိုးအစား ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန် -

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) အမည် VPower Myanmar Ltd (Yangon Branch)

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် Mr. Wing Fai Oscar Ng

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် PP No. KJ0558036

(ဃ) နိုင်ငံသား Chinese

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် ....

နေရပ်လိပ်စာ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ၃၆၁၀၇၈၂၁

(ဆ) အီးမေးလ်လိပ်စာ oscar@vpower.com

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား ၉၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန် ၁၀၀% နိုင်ငံခြားကုမ္ပဏီ

☐ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	**အစုရှယ်ယာရှင်အမည်**	**နိုင်ငံသား**	**အစုရှယ်ယာပိုင်ဆိုင်မှု%**
1	VPower Myanmar Ltd	Hong Kong	၁၀၀%

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း ....

(ခ) အစုရှယ်ယာအမျိုးအစား ....

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ ....

....

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲ တင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

အမေရိကန်ဒေါ်လာ

(က) ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ....

(ခ) နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း ၆၅,၂၈၀,၀၀၀

စုစုပေါင်း ၆၅,၂၈၀,၀၀၀

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ တစ်နှစ်အတွင်း

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ အမေရိကန်ဒေါ်လာ ၆၅,၂၈၀,၀၀၀

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း စီးပွားဖြစ် စတင်သည့်နေ့မှ ၅ နှစ်

(စ) ရင်းနှီးမြှုပ်မှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ ....

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့် စပ်လျဉ်း၍ ထူးခြားသည့် အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	နိုင်ငံခြားငွေ (သန်းပေါင်း)	**ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)**
(က) နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	၃.၃၅၂	၅,၁၄၅.၀၀
(ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	၆၀.၁၉၅	၉၃,၉၃၅.၀၀
(ဂ) ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	၀.၅၂၉	၈၁၂.၅၀
(ဃ) လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့် စသည့် အသိဉာဏ်	၀.၁၀၃	၁၅၈.၅၀

	ဆိုင်ရာပစ္စည်းများကိုတန်ဖိုး ဖြတ်နိုင်သောအခွင့်အရေးများ၏ တန်ဖိုးပမာဏ		
(င)	ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ	၀.၁၀၁	၁၅၄.၅၀
(စ)	အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)		

1US$ = 1535 ks at the date of October 12, 2018

စုစုပေါင်း	၆၅.၂၈၀	၁၀၀,၂၀၅.၅၀

မှတ်ချက်။ အပိုဒ် ၉ (ဃ) (င) တို့နှင့် စပ်လျဉ်း၍ အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	ကျပ်(သန်းပေါင်း)
(က) ငွေပမာဏ	
(ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	
(ဂ) မြေ/ အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	
(ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	
(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	
(စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	
(ဆ) အခြား	
စုစုပေါင်း	

၁၁။ ဈေးငွေနှင့် သက်ဆိုင်သည့် အချက်အလက်များ-

☐ ပြည်ပဈေးငွေ .... ကျပ်

.... အမေရိကန်ဒေါ်လာ

☐ .... အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေး အဖွဲ့အစည်းနှင့် သက်ဆိုင်သော အချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်မည့် ဒေသ (များ)/ တည်နေရာ အမှတ်(၁) သံမဏိစက်ရုံ (မြင်းခြံ) အနီး၊ ဆားခါးကျေးရွာ၊ တောင်သာမြို့၊ မြင်းခြံခရိုင်၊ မန္တလေးတိုင်း၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

(ခ) မြေ သို့မဟုတ် မြေနှင့် အဆောက်အအုံနေရာ အမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချပ်-

(၁) တည်နေရာ

အမှတ်(၁) သံမဏိစက်ရုံ (မြင်းခြံ) အနီး၊ ဆားခါးကျေးရွာ၊
တောင်သာမြို့၊ မြင်းခြံခရိုင်၊ မန္တလေးတိုင်း။
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

(၂) မြေ/အဆောက်အအုံနှင့် အကျယ်အဝန်းအရေအတွက်

Land Area about 33,835 square meters
For Building
One containerized 12 feet × 12 feet control room
One 12 feet × 15 feet office building alongside with the control room
One Senior House for supervisor who will manage the Gas supply infrastructure
One Junior House for two shift engineers
One Labour Barrack

(၃) လက်ရှိပိုင်ဆိုင်သူ -

(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန — လျှပ်စစ်နှင့် စွမ်းအင် ဝန်ကြီးဌာန

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် — ....

(ဂဂ) နေရပ်လိပ်စာ — ရုံးအမှတ် (၂၇), နေပြည်တော်

(၄) မြေအမျိုးအစား	ဌာနပိုင်မြေ
(၅) မြေငှားရန် ခွင့်ပြုကာလ	60 months from the Commercial Operation the Commercial operation date, subject to renewal, By the agreement of both Parties
(၆) ငှားရမ်းမည့်ကာလ	
(၇) ငှားရမ်းခနှုန်းထား	
(កက) မြေ	Free for Charge (FOC) include in PPA
(ခခ) အဆောက်အအုံ	
(၈) ရပ်ကွက်	Near Sarkhar Village
(၉) မြို့နယ်	Taungthar Township, Myingyan District
(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး	Mandalay Region
(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်	
(កက) အမည် / ကုမ္ပဏီအမည် / ဌာန	VPower Myanmar Limited (Yangon Branch)
(ခခ) အဖအမည်	
(ဂဂ) နိုင်ငံသား	
(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ် / နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	CR No. 106388776
(ငင) နေရပ်လိပ်စာ	No. 221, 16th floor, Room 16-08 Kauktada Township, Yangon Region, the Republic of The Union of Myanmar

မှတ်ချက် - အထက်အပိုဒ် (၁၂) (ခ)နှင့် စပ်လျဉ်း၍အောက်ပါအချက်များကို ပူးတွဲတင်ပြရပါမည်။

(၁) မြေပိုင်ဆိုင်မှု / မြေဂရန်အထောက်အထားနှင့် မြေပုံပူးတွဲတင်ပြရန်

(၂) မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်နှင့် နိုင်ငံတော်နှင့်ပတ်သက်လျှင် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက် တင်ပြရန်

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(က) အဆောက်အအုံအမျိုးအစား/အရေအတွက် One containerized 12 feet × 12 feet control room
One 12 feet × 15 feet office building alongside with the control room
One Senior House for supervisor who will manage the Gas supply infrastructure
One Junior House for two shift engineers
One Labour Barrack

(ခ) အကျယ်အဝန်း Land Area about 33,835 square meters

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့်ကုန်ပစ္စည်း / ဝန်ဆောင်မှု - Annex -11

မှတ်ချက် - အထက်အပိုဒ် (၁၂) (ဃ)နှင့် စပ်လျဉ်း၍ အသေးစိတ်အချက်အလက်များကို ပူးတွဲတင်ပြပါရန်

(င) နှစ်စဉ်လုပ်ငန်းသုံးပစ္စည်း / ကုန်ကြမ်းလိုအပ်ချက်

မှတ်ချက် - အထက်အပိုဒ် (၁၂) (င) နှင့် စပ်လျဉ်း၍ အမျိုးအစား / အရေအတွက် / တန်ဖိုး / လုပ်ငန်းဆိုင်ရာနည်းပညာ စံချိန်စံညွှန်းကန့်သတ်ချက်တို့ကို စာရင်းပြုစု၍ အသေးစိတ်အချက်အလက်များကို ပူးတွဲတင်ပြပါရန်

(စ) ထုတ်လုပ်မည့်နည်းစနစ်

(ဆ) အသုံးပြုမည့်နည်းပညာ

(ဇ) ရောင်းချမည့်နည်းစနစ်

(ဈ) နှစ်စဉ် စက်သုံးဆီလိုအပ်ချက်
(အမျိုးအစား / အရေအတွက်ဖော်ပြရန်)

(ည) နှစ်စဉ် လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်

(ဋ) နှစ်စဉ် ရေလိုအပ်ချက်
(နေ့စဉ်ရေလိုအပ်ချက်ရှိလျှင်ဖော်ပြရန်)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့်ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက်-

(က) အမည် / ကုမ္ပဏီအမည် VPower Holdings Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ID No. 793487

(ဂ) ဘဏ်စာရင်းအမှတ် 44707742415(HKD)
44717766333(USD)
44717766384(EUR)

မှတ်ချက် - အထက်အပိုဒ် (၁၀)နှင့် စပ်လျဉ်း၍ မိခင်နိုင်ငံရှိ ဘဏ်ထောက်ခံချက် (သို့မဟုတ်) မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်း ပူးတွဲတင်ပြရန်

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့်အရာရှိများ)	-	၁၄	၁၄
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	-	-	-
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ	-	-	-
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင်	-	-	-
(င)	အကြံပေး	-	-	-
(စ)	ကျွမ်းကျင်လုပ်သား	၁၂	-	၁၂
(ဆ)	အခြေခံလုပ်သား	၇၃	-	-
စုစုပေါင်း		၈၅	၁၄	၉၉

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲတင်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့် အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့် အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း ရှိ/ မရှိ ဖော်ပြရန်-

[√] မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

[ ] အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်။

လျှောက်ထားသူ၏လက်မှတ်	
အမည်	-Mr.Wing Fai Oscar Ng
ရာထူး	-Managing Director
ဌာန/ကုမ္ပဏီအမှတ်တံဆိပ်	-Vpower Myanmar Limited (YangoBranch)

VPOWER HOLDINGS LTD. VPOWER

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ ၏ ၁၀ % နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် --

(၂) ဆက်သွယ်ရမည့်လိပ်စာ --

(၃) မှတ်ပုံတင်အမှတ် (တစ်ဦး ထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်) ------------------------------------

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကို ဖော်ပြရန်-

(၁) --

(၂) --

(၃) --

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ

အမှတ်(၁) သံမဏိစက်ရုံ (မြင်းခြံ) အနီး၊
ဆားခါးကျေးရွာ၊တောင်သာမြို့၊ မြင်းခြံခရိုင်၊
မန္တလေးတိုင်းဒေသကြီး၊ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက်

Power generation

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်)

အမေရိကန်ဒေါ်လာ ၆၅,၂၈၀၀၀၀

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) Within 270 days from the date of Commencement (7th May 2018)

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) Within 270 days from the date of Commencement (7th May 2018)

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း ၈၅

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) ၁၄

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင် လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန်(မြန်မာကျပ် နှင့် အမေရိကန် ဒေါ်လာ တို့ဖြင့်ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ အမေရိကန်ဒေါ်လာ ၆၅,၂၈၀၀၀၀

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ ----------------

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာ မည်ဖြစ်ကြောင်းဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr.Wing Fai Oscar Ng

ရာထူး Legal Representative

ဌာန/ကုမ္ပဏီတံဆိပ် VPOWER HOLDINGS LTD. VPOWER

Vpower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Investment Plan

Expressed in US$ (in Million)

Annex-1

Sr.No.	Particular	Amount
1	Working Capital (Foreign Currency)	3.352
2	Value of Mchinery and Equipment	61.195
3	Value of Initial Raw Materials and Other similar material	0.529
4	Value of License, Intellectual property, industrial design	0.103
5	Value of technical know-how	0.101
	Total	**65.280**

VPOWER MYANMAR LIMITED

Mr.Wing Fai Oscar Ng

Legal Representative

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Machinery To Be Imported

Expressed in US$ (in Million)

Annex - 2

No	Description of Goods	Unit Code	Unit Price	Quantity	Value (USD)	Total Value (USD)
16	132kV OHL System Material with Accessoires Country of Origin: China	Lot	0.950	1	0.950	1.865
17	Gas Meter and Regulator Module with Accessories Country of Origin: China	Set	0.195	1	0.195	
18	Equipment And nstallation Accessories For Power Plant Country of Origin:China	Lot	0.600	1	0.600	
19	Central Control System with Accessories	Lot	0.120	1	0.120	
20	Lube Oil @Net Weight: 176. KGS	Drums	0.00066	120	0.079	0.079
Total						**61.00**

VPOWER HOLDINGS LTD. VPOWER

Mr.Wing Fai Oscar Ng

Legal Representative

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Machinery To Be Imported

Expressed in US$ (in Million)

Annex - 2

No	Description of Goods	Unit Code	Unit Price	Quantity	Value (USD)	Total Value (USD)
1	20FT HQ Containerized 1560kw Gas Generator sets with Accessories Country of Origin: Singapore	Set	0.530	60	31.800	
2	20FT HQ Containerized 1607kw Gas Generator sets with Accessories Country of Origin: Singapore	Set	0.546	10	5.460	
3	Generator sets Aux Equipment with Accessories (Pump Module, Piping, Exhaust Pipe, Supporting Bracket,Connecting Bolts &	Set	0.060	70	4.200	48.820
4	1200kW Diesel Genset with Accessories Country of Origin: China	Set	0.440	4	1.760	
5	20FT HQ Containerized 104.6kw ORC Generator sets with Accessories Country of Origin: China	Set	0.080	70	5.600	
6	Oil-immersed 22.5MVA 33/132kV Transformer with Accessories Country of Origin: China	Set	0.400	6	2.400	
7	Oil-immersed 3.6MVA 0.4/33kv Transformer with Accessories Country of Origin: China	Set	0.085	35	2.975	5.495
8	Oil-immersed 2.5MVA 0.4/33kv Transformer with Accessories Country of Origin: China	Set	0.060	2	0.120	
9	Radiator for Gas genset with Accessories Country of Origin: NDONESIA	Set	0.031	70	2.170	2.170
10	33kV Switchgea r with Accessories and Equipments Country of Origin: China	Lot	0.500	1	0.500	
11	300/185/95/35 mmsq LV Power cables with Accessories Country of Origin: China	Lot	0.620	1	0.620	
12	300/70 mmsq 35kV Power cables with Accessories Country of Origin: China	Lot	0.210	1	0.210	
13	Cable Ladder with Accessories Country of Origin: China	Lot	0.370	1	0.370	2.286
14	LV Control Panel with Accessories and Equipments Country of Origin: China	Lot	0.160	1	0.160	
15	20/40FT HQ Containerized Control{Tank/Store Rooms Country of Origin: China	Set	0.012	37	0.426	

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Building Requirement

Expressed in US$

Annex-3

Sr. No.	Particular	No.of unit	Mesaurement	Estimate Amount
1	Containerized control room	1	12 feet* 12 feet	10,000
2	Officce Building	1	12 feet* 15 feet	10,000
3	**Staff Dormitory**			
	Senior House for supervisor	1		10,000
	Junior House for shift engineers	1		
	Labour Barrack	1		
	Total			**30,000**

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Depreciation schedule

Expressed in US$

Annex-4

Sr. No.	Particular	Depreciation Rate	Original Cost	Depreciation Amount
1	Machineries	10%	61,000,000	6,100,000
2	Factory Accessories	10%	200,000	20,000
3	Office Accessories	20%	50,000	10,000
4	Building Value	20%	30,000	6,000
5	Civil works and E&M installation	20%	3,000,000	600,000
	Total			**6,736,000**

VPower Myanmar Limited

90 MW Myingyan Power Plant (Rental Project)

Annual natural Gas Requirement

Annex - 5

Sr. No.	Particular	Annual Requirement	Remark
1	Natural Gas	20 MMSCFD	EPGE will arrange natural gas to meet Gas Specification in Annex 7 (A).

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Gas Specification

Annex - 5(A)

Component Name	Mole Percent	BTU Groass	Relative Density
C6+47/35/17	0.0199	1.05	0.0007
PROPANE	0.0297	0.75	0.0005
i-BUTANE	0.0109	0.36	0.0002
N-BUTANE	32.2PPM	0.11	0.0001
I-PENTANE	49.7PPM	0.2	0.0001
N-PENTANE	0	0	0.0000
NITROGEN	0.2218	0	0.0021
METHANE	99.5529	1007.81	0.5514
CARBON DIOXIDE	0.0491	0	0.0007
ENTHANE	0.1073	1.9	0.0011
TOTALS	100	1012.18	0.5570

Vpower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

List of Raw Material to be imported

Annex - 6

Sr.No.	Items	Specification	UOM	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
					Amt (US$)	Amt (US$)	Amt (US$)	Amt (US$)	Amt (US$)
1	Lubricant	Mobile PEGASUS 805	liter	260L per set		1,200,000	1,200,000	1,200,000	1,200,000
2	Coolant	Glysacorr-G93-94		850L per set					
3	Consumable spare parts				529,316	2,367,671	2,367,671	2,067,671	2,367,671
4	Capital spare parts					600,000	600,000	600,000	410,000
Total					**529,316**	**4,167,671**	**4,167,671**	**3,867,671**	**3,977,671**

Vpower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

List of Local personal and foreign technicians

Expressed in US$

Annex - 7

No.	Designation		Year 1			Year 2			Year 3			Year 4			Year 5		
			No.of person	per month / person	Annual Salary	No.of person	per month / person	Annual Salary	No.of person	per month / person	Annual Salary	No.of person	per month / person	Annual Salary	No.of person	per month / person	Annual Salary
Foreign Technician																	
1	General Manager	USD	1	2,800	33,600	1	3,200	38,400	1	3,600	43,200	1	4,000	48,000	1	4,500	54,000
2	Manager	USD	1	2,000	24,000	1	2,300	27,600	1	2,700	32,400	1	3,200	38,400	1	3,700	44,400
3	Technican	USD	12	2,000	288,000	12	2,300	331,200	12	2,700	388,800	12	3,200	460,800	12	3,700	532,800
	Sub total	USD	**14**		**345,600**	**14**		**397,200**	**14**		**464,400**	**14**		**547,200**	**14**		**631,200**
Local Personnel																	
4	Office Staff	MMK	4	552,600	26,524,800	4	633,955	30,429,840	4	729,125	34,998,000	4	825,830	39,639,840	4	959,375	46,050,000
5	Skilled workers	MMK	12	337,700	48,628,800	12	383,750	55,260,000	12	442,080	63,659,520	12	511,155	73,606,320	12	587,905	84,658,320
6	Semi-skilled workers	MMK	30	291,650	104,994,000	30	333,095	119,914,200	30	383,750	138,150,000	30	440,545	158,596,200	30	501,945	180,700,200
7	Unskilled workers	MMK	26	253,275	79,021,800	26	288,580	90,036,960	26	330,025	102,967,800	26	377,610	117,814,320	26	434,405	135,534,360
8	Driver	MMK	3	399,100	14,367,600	3	460,500	16,578,000	3	511,155	18,401,580	3	587,905	21,164,580	3	664,655	23,927,580
9	Security Staff & Cleaner	MMK	10	253,275	30,393,000	10	291,650	34,998,000	10	322,350	38,682,000	10	368,400	44,208,000	10	414,450	49,734,000
	Sub total	MMK	**85**		**303,930,000**	**85**		**347,217,000**	**85**		**396,858,900**	**85**		**455,029,260**	**85**		**520,604,460**
	Grand total	**USD**	**99**		**543,600.00**	**99**		**623,400.00**	**99**		**722,940.00**	**99**		**843,636.00**	**99**		**970,356.00**

VPOWER HOLDINGS LTD.

Mr.Wing Fai Oscar Ng

Legal Representative

VPower Myanmar limited (Yangon branch)

90 MW Myingyan Power Plant (Rental Project)

Bonus

Expected in US$

Annex - 8

Sr. No.	Designation	Year 1		Year 2		Year3		Year 4		Year 5	
		No. of person	Annual Bonus	No. of person	Annual Bonus	No. of person	Annual Bonus	No. of person	Annual Bonus	No. of person	Annual Bonus
Foreign Technician											
1	General Manager	1	5,600	1	6,400	1	7,200	1	8,000	1	9,000
2	Manager	1	4,000	1	4,600	1	5,400	1	6,400	1	7,400
3	Technican	12	48,000	12	55,200	12	64,800	12	76,800	12	88,800
Total		14	57,600	14	66,200	14	77,400	14	91,200	14	105,200

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Income Schedule

Annex - 9

Particular		Year 1	Year 2	Year 3	Year 4	Year 5
Delivered to Grid						
Gurantee amount for dry season	MWh	307,800	307,800	307,800	307,800	307,800
Gurantee amount for wet season	MWh	322,920	322,920	322,920	322,920	322,920
Total Delivered to Grid	MWh	630,720	630,720	630,720	630,720	630,720
Unit Price	US$/MWh	26.4184	26.4184	26.4184	26.4184	26.4184
Total Income including 2.5% withholding tax and 5% commercial tax	US$	16,662,613	16,662,613	16,662,613	16,662,613	16,662,613
5% commercial tax		775,005	775,005	775,005	775,005	775,005
2.5% withholding tax		387,503	387,503	387,503	387,503	387,503

Mr.Wing Fai Oscar Ng

Legal Representative

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

Projected Profit and Loss Statement

Expressed in US$

Annex - 10

Particular	Year 1	Year 2	Year 3	Year 4	Year 5
Income					
Income from electric power	16,662,613	16,662,613	16,662,613	16,662,613	16,662,613
5% commercial tax	775,005	775,005	775,005	775,005	775,005
	15,887,608	**15,887,608**	**15,887,608**	**15,887,608**	**15,887,608**
Less: Cost of sale					
Cost of Tools and Commissioning cost	2,800,000	3,600,000	3,600,000	3,300,000	3,410,000
Gross profit/(loss)	13,087,608	12,287,608	12,287,608	12,587,608	12,477,608
Expenses					
Salary	543,600	623,400	723,000	843,600	970,200
Bonus	57,600	66,200	77,400	91,200	105,200
2.5% withholding tax	387,503	387,503	387,503	387,503	387,503
Depreciaton	6,736,000	6,736,000	6,736,000	6,736,000	6,736,000
Repair and Maintenance	3,500,000	2,800,000	2,800,000	2,800,000	2,800,000
Transportation and Loading cost	200,000	200,000	200,000	200,000	200,000
Miscellaneous	100,000	100,000	100,000	100,000	100,000
Total expenses	11,524,703	10,913,103	11,023,903	11,158,303	11,298,903
Net profit/(loss) before tax	1,562,905	1,374,505	1,263,705	1,429,305	1,178,705
Less: Provision for income tax					
Net profit/(loss)after tax	1,562,905	1,374,505	1,263,705	1,429,305	1,178,705

VPOWER MYANMAR LIMITED

(Incorporated in Hong Kong with limited liability)

WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR OF VPOWER MYANMAR LIMITED (THE "**COMPANY**") PASSED PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

ESTABLISHMENT OF A BRANCH OFFICE IN YANGON

RESOLVED THAT:

1. the establishment of a Branch Office in Yangon Region, the Republic of the Union of Myanmar be hereby confirmed and ratified;

2. to apply Myanmar Investment Commission ("**MIC**") Permit for carrying out generation of electric power from gas engines generators using natural gas resources in the Republic of the Union of Myanmar under Myanmar Investment Law; and

3. Mr. Wing Fai Oscar Ng (Passport No. KJ0558036) be authorized as legal representative on behalf of the Company to submit the investment application to MIC.

Dated this 3rd day of September 2018.

LO Siu Yuen
Sole Director

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

VPOWER GROUP

VPOWER MYANMAR LIMITED

(Incorporated in Hong Kong with limited liability)

WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR OF VPOWER MYANMAR LIMITED (THE "**COMPANY**") PASSED PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

ESTABLISHMENT OF A BRANCH OFFICE IN YANGON

RESOLVED THAT:

1. the establishment of a Branch Office in Yangon Region, the Republic of the Union of Myanmar be hereby confirmed and ratified;

2. to apply Myanmar Investment Commission ("**MIC**") Permit for carrying out generation of electric power from gas engines generators using natural gas resources in the Republic of the Union of Myanmar under Myanmar Investment Law; and

3. Mr. Wing Fai Oscar Ng (Passport No. KJ0558036) be authorized as legal representative on behalf of the Company to submit the investment application to MIC.

Dated this 3rd day of September 2018.

LO Siu Yuen
Sole Director

VPOWER MYANMAR LIMITED (YANGON BRANCH)

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

ပြည်ပကော်ပိုရေးရှင်း မှတ်ပုံတင်လက်မှတ်

Certificate of Registration for Overseas Corporation

VPOWER MYANMAR LIMITED (YANGON BRANCH)
Company Registration No. 106388776

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ
VPOWER MYANMAR LIMITED (YANGON BRANCH)
အား ၂၀၁၈ ခုနှစ် အောက်တိုဘာလ ၃ ရက်နေ့တွင်
ပြည်ပကော်ပိုရေးရှင်း အဖြစ် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that
VPOWER MYANMAR LIMITED (YANGON BRANCH)
was registered as an overseas corporation under the Myanmar Companies Law 2017 on 3 October 2018.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ
Registrar of Companies
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
Directorate of Investment and Company Administration

CERTIFIED TRUE COPY

編號 2698777
No.

公司註冊處
COMPANIES REGISTRY

公司註冊證明書
CERTIFICATE OF INCORPORATION

* * *

本人謹此證明
I hereby certify that

VPOWER MYANMAR LIMITED

於本日根據香港法例第622章《公司條例》
Is this day incorporated in Hong Kong under the Companies Ordinance
在香港成立為法團，此公司是一間
(Chapter 622 of the Laws of Hong Kong), and that this company is
有限公司。
a limited company.

本證明書於二〇一八年五月二十四日發出。
Issued on 24 May 2018.

香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note:
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

CERTIFIED TRUE COPY

CR
公司註冊處
Companies Registry

註冊辦事處地址更改通知書
Notice of Change of Address of Registered Office

表格 Form **NR1**

公司編號 Company Number: 2698777

註 Note

1 公司名稱 Company Name

VPOWER MYANMAR LIMITED

2 更改詳情 Details of Change

只需申報有更改的項目 Please complete item(s) with change(s) only

(a) 新註冊辦事處地址 New Address of Registered Office

(本處不接納非香港地址、「轉交」地址或郵政信箱號碼 Non-Hong Kong addresses, 'care of' addresses or post office box numbers are not acceptable)

Units 2701-05, 27/F, Office Tower 1,
The Harbourfront, 18 – 22 Tak Fung Street, Hung Hom,
Kowloon,

地區 Region: 香港／HONG KONG

生效日期 Effective Date

日 DD	月 MM	年 YYYY
01	06	2018

6 (b) 新電郵地址 New Email Address

N/A

生效日期 Effective Date

日 DD	月 MM	年 YYYY

5 簽署 Signed :

姓名 Name : CHAN Kam Shing

~~董事 Director~~／公司秘書 Company Secretary *

日期 Date : [illegible]
日 DD / 月 MM / 年 YYYY

**請刪去不適用者 Delete whichever does not apply*

3 提交人資料 Presentor's Reference

姓名 Name: Loretta Szeto
地址 [redacted]: Units 2701-05, 27/F,
Office Tower 1, The Harbourfront,
18-22 Tak Fung Street,
Hung Hom, Kowloon,
HONG KONG

電話 Tel: 3665-0111 傳真 Fax:
電郵 Email:
檔號 Reference:

請勿填寫本欄 For Official Use

CR
收件日期 RECEIVED
15 JUN 2018
文件管理組
Document Management Section

指明編號 1/2014 (2014 年 3 月) Specification No. 1/2014 (March 2014)

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line and display the valid business/branch registration certificate at business address.

表格 2 FORM 2
（商業登記條例）（第 310 章）
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
（商業登記規例）
BUSINESS REGISTRATION REGULATIONS
[第 5 條]
[regulation 5]

正 本
ORIGINAL

商業 XXXX登記證 Business XXXXX Registration Certificate

XXXXXXXX
XXXXXXXX

業務 / 法團所用名稱 Name of Business/ Corporation	VPOWER MYANMAR LIMITED
業務 / 分行名稱 Business/ Branch Name	** **
地 址 Address	FLAT/RM 01-05 BLK 1 27/F THE HARBOURFRONT 18-22 TAK FUNG STREET HUNG HOM KL
業務性質 Nature of Business	GENERAL BUSINESS
法律地位 Status	BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy (APP)
24/05/2018	23/05/2019	69400869-000-05-18-5	$2,250 (登記費 FEE = $2,000) (徵費 LEVY = $ 250)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

IRDB101A (12/2010) 24/05/2018 287245792 $2,250.00

CERTIFIED TRUE COPY

No. 793487
編號

COMPANIES ORDINANCE
(CHAPTER 32)

香 港 法 例 第 32 章
公 司 條 例

CERTIFICATE OF INCORPORATION

公 司 註 冊 證 書

* * *

I hereby certify that
本 人 謹 此 證 明

VPOWER HOLDINGS LIMITED
偉能集團有限公司

is this day incorporated in Hong Kong under the Companies Ordinance,
於 本 日 在 香 港 依 據 公 司 條 例 註 冊 成 為

and that this company is limited.
有 限 公 司 。

Issued by the undersigned on 17 April 2002.
本 證 書 於 二 ０ ０ 二 年 四 月 十 七 日 簽 發 。

MISS R. CHEUNG

for *Registrar of Companies*
Hong Kong
香港公司註冊處處長
（公司註冊主任 張潔心 代行）

C.R.F. 4 (99)

Standard Chartered

Date: 11 January, 2019

Reference: 0012019

Private and Confidential
Chairman, Myanmar Investment Commission

Dear Sir/ Madam,

Re: VPOWER HOLDINGS LIMITED

At the request of VPOWER HOLDINGS LIMITED (the "Company"), we hereby certify that the Company has maintained accounts with us since 11/5/2007.

We confirm that the Company is a customer of the Bank and maintains the following accounts with the Bank as of 09/01/2019:

Account Number	Balance as of 09/01/2019
44707742415	HKD5,234,571.47
44717766333	USD12,901,529.58
44717766384	EUR9,840.95

The above information is released upon the request of the Company and is for reference only. You are responsible for making your own assessment of all information contained in this letter and are advised to verify the authenticity of such information or seek independent advice before relying on the information. We accept no legal responsibility and shall not be liable for any loss, liability, damage, cost or expenses howsoever arising from reliance on this information by any person, or from any inaccuracy or error in this information.

Yours faithfully,

For and on behalf of
Standard Chartered Bank (Hong Kong) Limited

Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司
Commercial Banking 商業銀行

3rd Floor Standard Chartered Bank Building, 4-4A Des Voeux Road Central, Hong Kong

VPower Myanmar Limited (Yangon Branch)

90 MW Myingyan Power Plant (Rental Project)

List of Directors

No	Name	Position	Nationality	Passport
1	LO SIU YUEN	Director	China	KJ0561917
2	CHEUNG YEUNG, EARNEST,	Director	China	KJ0638497
3	Wing Fai Oscar Ng	Legal Representative	China	KJ0558036

This passport copy, is for submitting to DICA, for the purpose of VPower Myanmar Limited establish a branch office in Yangon.



備註 / OBSERVATIONS

COPY

KJ0561917

中華人民共和國香港特別行政區

HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT

類別 / TYPE: P

簽發國代碼 / CODE OF ISSUING STATE: CHN

護照號碼 / PASSPORT NO.: KJ0561917

姓 / SURNAME: 盧 / LO

名 / GIVEN NAMES: 少源 / SIU YUEN

國籍 / NATIONALITY: CHINESE

出生日期 / DATE OF BIRTH: 19 JAN 71

性別 / SEX: M

出生地點 / PLACE OF BIRTH: HONG KONG

簽發日期 / DATE OF ISSUE: 17 DEC 16

有效期至 / DATE OF EXPIRY: 17 DEC 26

簽發機關 / AUTHORITY: 香港特別行政區入境事務處 IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

HKPIC G4633376

P<CHNLO<<SIU<YUEN<<<<<<<<<<<<<<<<<<<<<<<<<<<<

KJ05619174CHN7101191M2612177<G4633376<<<<<46

This passport copy, is for submitting to DICA, for the purpose of VPower Myanmar Limited established a branch office in Yangon.

COPY

KJ0638497

中華人民共和國香港特別行政區
HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT | 類別 / TYPE P | 簽發國代碼 / CODE OF ISSUING STATE CHN | 護照號碼 / PASSPORT No. KJ0638497

姓 / SURNAME
張 / CHEUNG

名 / GIVEN NAMES
陽 / YEUNG EARNEST

國籍 / NATIONALITY
CHINESE

出生日期 / DATE OF BIRTH
07 JUN 73

性別 / SEX
M

出生地點 / PLACE OF BIRTH
BEIJING

簽發日期 / DATE OF ISSUE
07 OCT 17

有效期至 / DATE OF EXPIRY
07 OCT 27

簽發機關 / AUTHORITY
香港特別行政區入境事務處
IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION



<CHNCHEUNG<<YEUNG<EARNEST<<<<<<<<<<<<<<<<<<<<
KJ06384978CHN7306077M2710073<V0099678<<<<<04

備註 / OBSERVATIONS



KJ0558036

中 華 人 民 共 和 國 香 港 特 別 行 政 區
HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 / PASSPORT

類別 / TYPE: P

簽發國代碼 / CODE OF ISSUING STATE: CHN

護照號碼 / PASSPORT NO.: KJ0558036



HKPIC G244692(7)

姓 / SURNAME: 吳 / NG

名 / GIVEN NAMES: 榮輝 / WING FAI OSCAR

國籍 / NATIONALITY: CHINESE

出生日期 / DATE OF BIRTH: 25 DEC 58

性別 / SEX: M

出生地點 / PLACE OF BIRTH: HONG KONG

簽發日期 / DATE OF ISSUE: 28 NOV 16

有效期至 / DATE OF EXPIRY: 28 NOV 26

簽發機關 / AUTHORITY: 香港特別行政區入境事務處
IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

P<CHNNG<<WING<FAI<OSCAR<<<<<<<<<<<<<<<<<<<<<<<<

KJ05580360CHN5812255M2611284<G2446927<<<<<22

Standard Chartered

Date: 15 October, 2018

Reference: 2018010

Private and Confidential
Chairman, Myanmar Investment Commission

Dear Sir/ Madam,

Re: VPOWER HOLDINGS LIMITED

At the request of VPOWER HOLDINGS LIMITED (the "Company"), we hereby certify that the Company has maintained accounts with us since 11/5/2007.

We confirm that the Company is a customer of the Bank and maintains the following accounts with the Bank as of 30/6/2018:

Account Number	Balance as of 30/6/2018
44707742415	HKD 98,618,965.11
44717766333	USD 7,291,271.66
44717766384	EUR 578,775.10

The above information is released upon the request of the Company and is for reference only. You are responsible for making your own assessment of all information contained in this letter and are advised to verify the authenticity of such information or seek independent advice before relying on the information. We accept no legal responsibility and shall not be liable for any loss, liability, damage, cost or expenses howsoever arising from reliance on this information by any person, or from any inaccuracy or error in this information.

Yours faithfully,

For and on behalf of
Standard Chartered Bank (Hong Kong) Limited

NATURAL GAS GENERATOR SET

VPOWER / MTU PPU1500NG

400V/50 Hz
MTU 16V4000L32
Water Charge Air Cooling

Standard equipment and finishing shown. Optional features may vary.



PRODUCT HIGHLIGHTS

Benefits
- Optimized system integration ability
- High reliability
- High availability of power
- Long maintenance intervals

Support
- Global product support offered

Standards
- Engine-generator set is designed and manufactured in facilities certified to standards ISO 9001:2008 and ISO 14001:2004
- Generator set complies to ISO 8528
- Generator meets NEMA MG1, BS5000, ISO, DIN EN and IEC standards
- NFPA 110

Power Rating
- System ratings: 1950 kVA
- Accepts rated load in one step per NFPA 110
- Generator set complies to G3 according to ISO 8528-5
- Generator set exceeds load steps according to ISO 8528-5

Performance Assurance Certification (PAC)
- Engine-generator set tested to ISO 8528-5 for transient response
- 100% load factor
- Verified product design, quality and performance integrity
- All engine systems are prototype and factory tested

Complete range of accessories available
- Control panel
- Circuit breaker/power distribution
- Starting/charging system
- Exhaust system
- Mechanical and electrical driven radiators

Certifications
- CE certification option

APPLICATION DATA[1]

Engine

Manufacturer:	MTU
Model:	16V4000L32
Arrangement:	16V
Displacement:	76.3
Bore: mm	170
Stroke: mm	210
Compression ratio	12.1
Rated speed: rpm	1500
Electrical power: kWm	1560
Engine power: kWm	1600
Air cleaner:	Dry

Space ventilation

Genset ventilation heat: kW	85
Combustion air temperature (min./design/max.): °C	30/35/40
Min. engine room temperature: °C	15
Max. temperature difference ventilation air (in/out): K	20
Min. ventilation air flow in (combustion + ventilation): m^3 .i.N./h	18500

Liquid Capacity (Lubrication)

Lube oil for engine:	250
Coolant for engine:	270
Intercooler coolant capacity:	22

Reference fuel

Natural gas H	CH4 > 95 Vol. %
Minimum methane number: MN	80
Range of heating value (design/ operation range): kWh/m^3 i.N.	10.5 / 8.0 - 11.0

Combustion Air Requirements

Combustion air volume flow: m^3 i.N./h	6270
Combustion air mass flow: kg/h	8097

Engine cooling water system

Coolant temperature (in/out): °C	78/90
Coolant flow rate: m^3/h	72
Maximum operation pressure: bar	6

Exhaust System

Exhaust gas temp. (after turbocharger): °C	434
Exhaust gas volume flow, wet: m^3 i.N./h	6470
Exhaust gas volume flow, dry: m^3 i.N./h	5991
Exhaust gas mass flow, wet: kg/h	8364
Maximum exhaust back pressure after engine: mbar	60

1. All data refers only to the engine and is based on ISO standard conditions (25°C and 100m above sea level).

STANDARD AND OPTIONAL FEATURES

System Ratings (kW/kVA)

Alternator model	Voltage	Genset Continue Duty Power Output ra. driven by fan motor		
		kWe	kVA	AMPs
Leroy Somer LSA51.2 VL90, winding 1, Class. H/125°K, Standard 6-wire winding, 0.8 pf	400V	1560	1950	2815

* cos phi = 0,8

Generator

- ■ NEMA MG1, BS5000, ISO, DIN EN, and IEC standards
- ■ Self-ventilated
- ■ Superior voltage waveform
- ■ Solid state, volts-per-Hertz regulator
- ■ No load to full load regulation
- ■ ±0,25% voltage regulation no load to full load
- ■ Brushless alternator with brushless pilot exciter
- ■ Leroy Somer generator
- □ Medium voltage generator
- ■ 4 pole, rotating field

Cooling System

- ■ Jacket water pump
- ■ Thermostat(s)
- ■ Water charge air cooling
- □ Mechanical radiator
- □ Electrical driven front-end cooler
- □ Jacket water heater

■ Represents standard features
□ Represents optional features

STANDARD AND OPTIONAL FEATURES, CONTINUATION

Control Panel

- ■ Pre-wired control cabinet for easy application of customized controller
- □ Island operation (V500)
- □ Automatic mains failure operation with ATS (V500)
- □ Automatic mains failure operation incl. control of generator and mains breaker (V500)
- □ Island parallel operation of multiple gensets (V500G)
- □ Mains parallel operation of a single genset (V500G)
- □ Mains parallel operation of multiple gensets (V500G)

- □ ComAp controller
- □ Deep Sea controller
- □ Deif controller
- ■ Digital metering
- ■ Engine parameters
- ■ Generator Protection Functions
- ■ Engine protection
- ■ SAE J1939 engine ECU communications
- ■ Parametrization software
- ■ Multilingual capability
- ■ Multiple programmable contact inputs
- ■ Multiple contact outputs
- ■ Event recording

- □ Different expansion modules
- □ Remote annunciator
- □ Daytank control
- □ Generator winding temperature monitoring
- □ Generator bearing temperature monitoring
- □ Differential protection with multi-function protection relay
- □ Modbus RTU-TCP gateway

Circuit Breaker/Power Distribution

- ■ 3-pole circuit breaker
- □ 4-pole circuit breaker

- □ Manual-actuated circuit breaker
- ■ Electrical-actuated circuit breaker

- □ Stand-alone solution in separate switch box

■ Represents standard features
□ Represents optional features

STANDARD AND OPTIONAL FEATURES, CONTINUATION

Starting/Charging System

- ■ 24V starter
- ■ 24V Battery rack & cables
- ■ Starter batteries
- ■ Battery charger

Mounting System

- ■ Welded base frame
- ■ Resilient engine and generator mounting
- ■ Modular base frame design

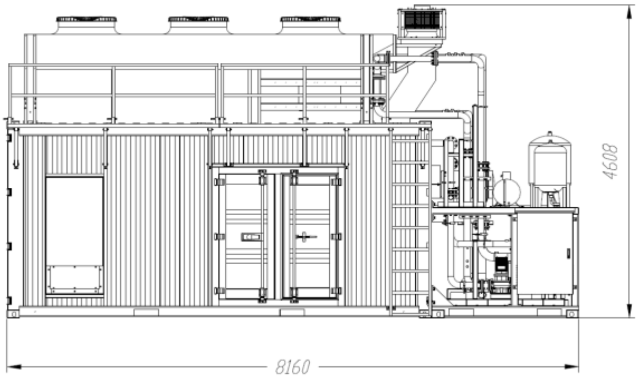
Exhaust System

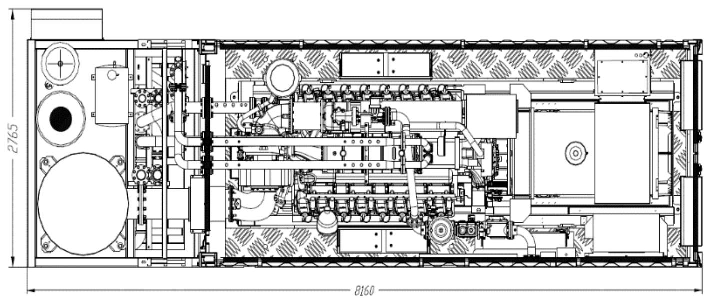
- □ Exhaust bellow with connection flange
- □ Residential muffler with 20-25 dB(A) sound attenuation
- □ Industrial exhaust muffler with 25-35 dB(A) sound attenuation
- □ Y-connection-pipe

■ Represents standard features
□ Represents optional features

VPOWER GROUP

WEIGHTS AND DIMENSIONS





System	Dimensions (LxWxH)	Weight (Dry)
Packaged Power Unit (VGS)	8160 x 2765 x 4608 mm	33000 kg

Weights and dimensions are based on open power units and are estimates only
Consult the factory for accurate weights and dimensions for your specific engine-generator set

Sounds / Emission Data

Consult your local VPOWER HOLDINGS LTD. distributor for sound data.

Rating Definitions and Conditions

Standby ratings apply to installations served by a reliable utility source.
The standby rating is applicable to varying loads for the duration of a power outage. No overload capability for this rating. Ratings are in accordance with ISO 8528-1, ISO 3046-1, BS 5514, and AS 2789. Average load factor: ≤ 85%

Prime power ratings apply to installations where utility power is unavailable or unreliable.
At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO 8528-1, ISO 3046-1, BS 5514 and AS 2789.
Average load factor: ≤ 75%

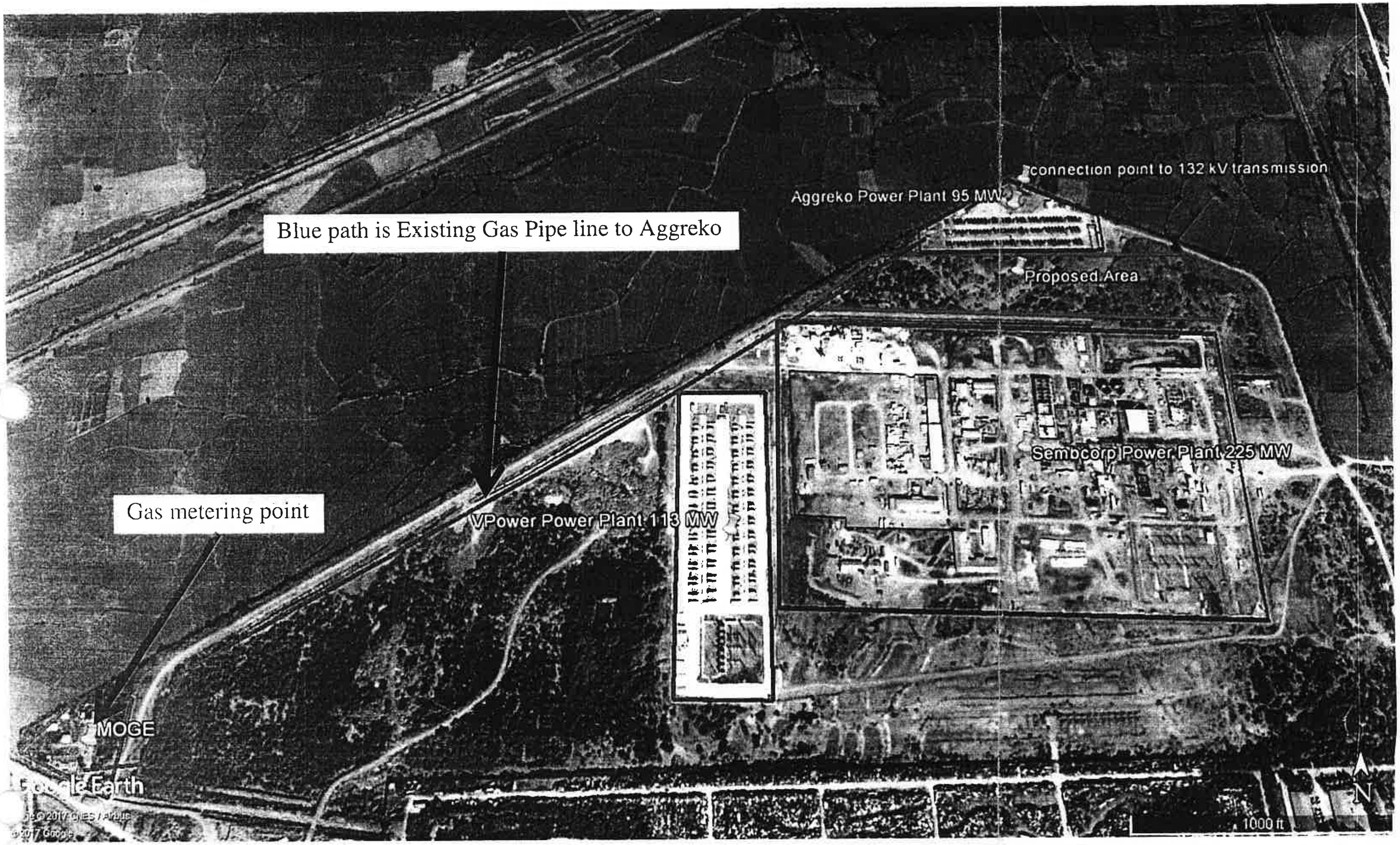
Deration factor:
Altitude: Consult your local VPOWER HOLDINGS LTD. distributor for altitude derations.
Temperature: Consult your local VPOWER HOLDINGS LTD. distributor for temperature derations.

Rated power is available up to 40°C and 400m above sea level.

Materials and specifications subject to change without notice.
Edition 2015-06

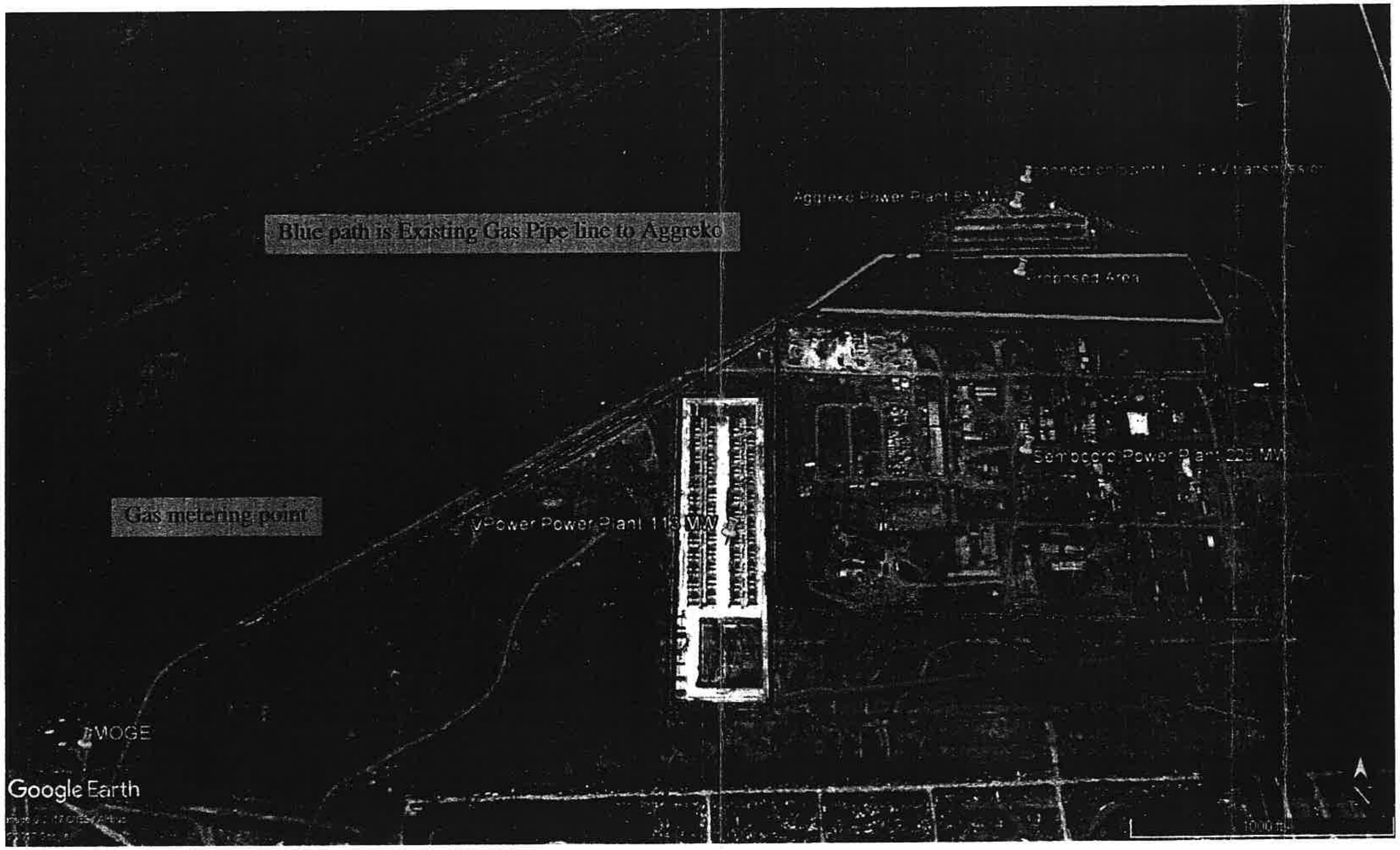
Attachment 2

Proposed Area for new power plant



Attachment 2

Proposed Area for new power plant



THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF ELECTRICITY AND ENERGY

TENDER EVALUATION COMMITTEE

Letter No. 1165 /TPD(Myingyan)/2018
Dated 2nd April, 2018

ANNOUNCEMENT NO.2

FOR RENTAL POWER GENERATION PLANT

IN MYINGYAN REGION

Dear Bidders,

We herewith would like to announce the rank of tender result for Rental Power Generation Plant in Myingyan Region as follows:

1. Vpower Holdings Limited (the first ranked bidder)
2. The NIHC consortium (the second ranked bidder)
3. Aggreko International Projects Limited (the third ranked bidder)

In accordance with clause 24 of SRFP, Electric Power Generation Enterprise (EPGE) would like to notify Vpower Holdings Limited that EPGE will finalize the rental contract with Vpower Holdings Limited. If the rental contract is finalized successfully with Vpower Holdings Limited, EPGE will declare Vpower Holdings Limited as the Winning Bidder and issue the Letter of Acceptance (LOA).

With Best Regards,

Khin Maung Win
Managing Director
Electric Power Generation Enterprise

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF THE MYANMAR
MINISTRY OF ELECTRICITY AND ENERGY
ELECTRIC POWER GENERATION ENTERPRISE

LETTER OF ACCEPTANCE

This Letter of Acceptance (this "LOA") is issued on 7th May, 2018 ("Commencement Date") in Naypyidaw, Myanmar, by **Electric Power Generation Enterprise**, Ministry of Electricity and Energy, Building No. 27, Naypyitaw, ("EPGE") represented by the Managing Director, Mr. Khin Maung Win to **VPower Holdings Limited** with registered address at Unit 2019, 20/F, Tower 1 Metroplaza, 223 Hing Fond Road, Kwai Chung, New Territories, Hong Kong S.A.R. (the "Lessor of Gas Engines") represented by Senior Manager, Mr. Oscar Ng.

EPGE and the Lessor of Power Plant shall each be referred to as a "Party", and collectively the "Parties".

1. The Government of the Republic of the Union of Myanmar laid down the policy to meet the demand for electric power in the country and to fulfill this demand for electric power in the Regions/States, the Ministry of Electricity and Energy ("MOEE") published in the local newspaper an open invitation to all foreign and local investors to submit a proposal in response to the SRFP issued by EPGE on January 6, 2018 including amendments thereof, for the purchasing of electricity on rental basis in Myingyan Region, ("Invitation");

2. In response to the Invitation, MOEE received various proposals including the commercial offer from the companies ("Tender Response"), and after evaluating the said proposals, MOEE has determined to award Lessor of Gas Engines as the successful tenderer; and

3. The Parties intend to enter into this LOA to confirm their mutual understandings prior to entering into a definitive agreement for the Power Purchase Agreement for the hire of gas engines in accordance with the terms hereof.

Terms and Conditions

EPGE intends to purchase electricity from the Lessor of Gas Engines and the Lessor of Gas Engines intends to sell the electricity (90MW) to EPGE, subject to the terms and conditions substantially agreed and provided in the Form of Agreement ("Form of Agreement") attached hereto as Attachment 1, and containing the fundamental terms and conditions summarized below.
Words and expressions defined in the Form of Agreement shall have the same meaning when used herein, unless otherwise defined herein.

Project	Purchasing of electricity (90MW) on rental basis in Myingyan Region
Agreement Term	60 months starting from Commercial Operation Date, subject to term extensions by agreement of both Parties and provision of three (3) months' advance notice by EPGE to Lessor of Gas Engines.
Implementation of the project	Lessor of Gas Engines shall commence construction, mobilization and shipment of equipment on the Commencement Date.
Commercial Operation Date	Commercial Operation Date shall occur within 270 days from the Commencement Date or otherwise (subject to extensions due to Excusable Delays).
Approvals and Licenses	Lessor of Gas Engines shall timely obtain and maintain throughout the term all permits, approvals and licenses required under Myanmar laws and regulations for the Parties to perform their respective obligations in relation to the Projects.
Site Delivery and Access	EPGE shall ensure the availability of the Site on the Commencement Date.
Fuel Availability	EPGE shall be responsible to arrange natural gas 20 **MMSCFD** from SHWE Gas meeting "Gas Specifications" set out in Annex 2, for commissioning and testing, and running the power plant to its Net Guaranteed Output.
Net Guaranteed Output and Net Guaranteed Heat Rate and Take or Pay	Net Guaranteed Output shall be 90 MW and Net Guaranteed Heat Rate shall be 9,200 Btu/kWh at any site condition based on high heating value. Annual Take or Pay shall be made minimum 80% availability of the power plant.
Payments	All applicable energy payment shall be paid by EPGE to the Lessor of Gas Engines in Myanmar Kyats.
Delivery Point	EPGE shall provide permission for connection to the dead end tower of 132 kV in Myingyan.
Ownership of Power Plant	The power plant, associated infrastructure and related equipment procured and owned by the Lessor of Gas Engines shall remain the property of the Lessor of Gas Engines
Tariff	26.4184 USD/ MWh inclusive of 2.5% withholding tax, 5% Commercial tax and custom duty.

Each Party, acting in good faith, shall cooperate with relevant authorities and obtain all necessary approvals to approve the terms of the Form of Agreement so as to enable it to enter into full effect (90) days from the Commencement Date. If the form of agreement needs to make the revision upon comments of any governmental authority, the Parties will meet and discuss in good faith a fair compromise. Prior to the execution of the Agreement for the 90 MW Power Plant each Party shall co-operate with the relevant

authorities to do all things that will be reasonably necessary for the implementation of the Project. The duly authorized representatives of each of the Parties have signed this LOA at the place and on the date written above.

LOA is issued by:
Electric Power Generation Enterprise

7.5.2018.

Khin Maung Win
Managing Director
Electric Power Generation Enterprise

LOA is accepted by:
VPower Holdings Limited

Oscar Ng
Senior Manager
VPower Holdings Limited

200mm CONCRETE SURFACE (20963sqm)

100mm GRAVEL SURFACE (3810sqm)

132kV Tower Yard (4195sqm)

Site Boundary 33250sqm



CONFIDENTIAL

NOTES

REV.	DESCRIPTION	BY	CH.	AP.	DATE
3	Revised Concrete pattern	RY	WW	HXK	21.08.2018
2	Revised Setting-out & Entrance Gate	RY	WW	HXK	14.08.2018
1	Revised Main Entrance	RY	WW	HXK	07.08.2018
0	FOR TENDER	RY	WW	HXK	[illegible]

Power Generation Solution Provider
VPOWER GROUP

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTRACTOR: Electric Power Generation Enterprise (EPGE)

DRAWN: RY | CHECKED: WW | APPROVED: HXK | REVISION: 3

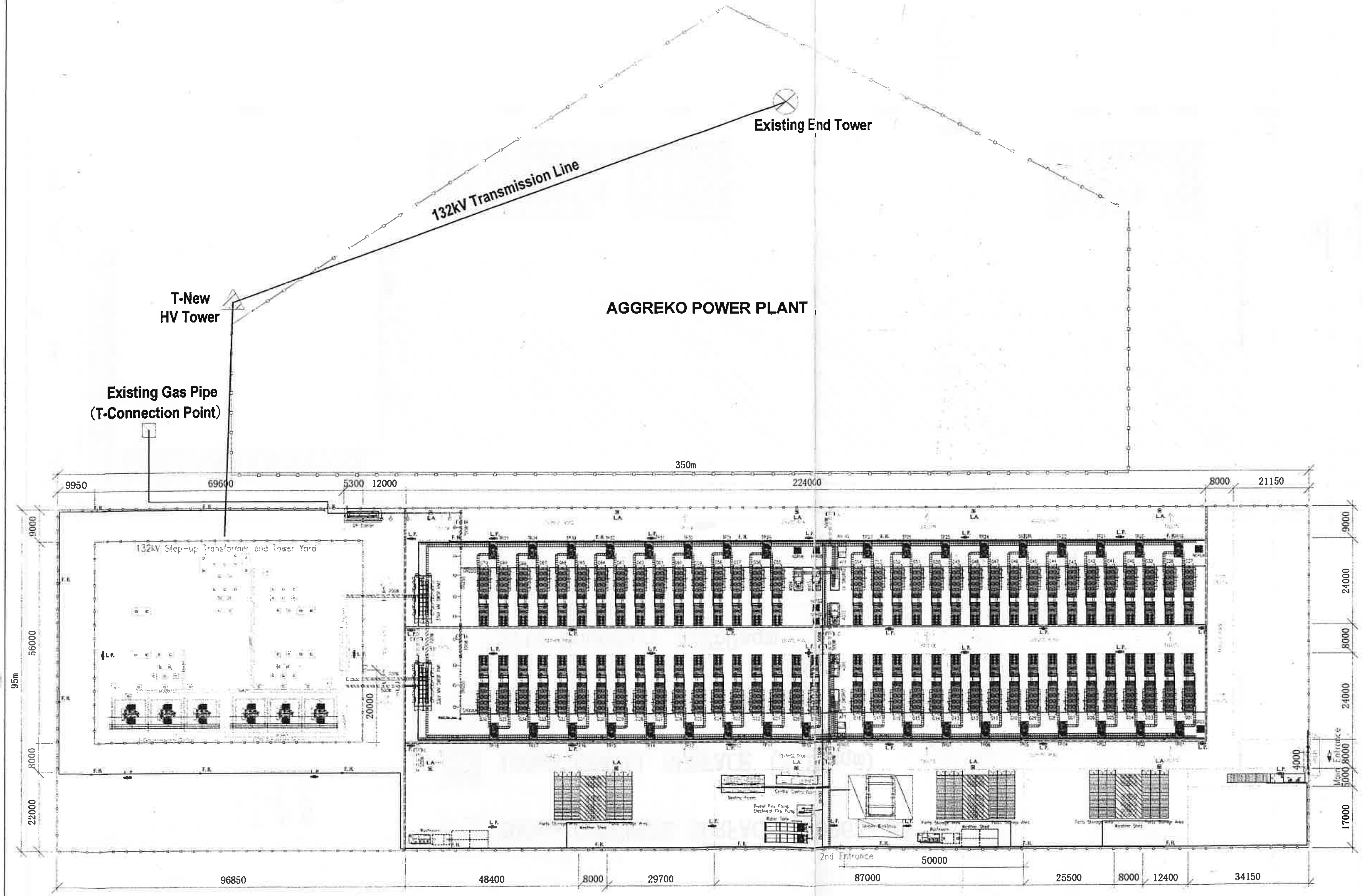
PROJECT NAME: 30MW Pertor Power Generation Plant in Myingyan Region

DRAWING TITLE: FOUNDATION SETTING-OUT

SCALE: NTS | SHEET SIZE: A3 | SHEET NO: 1 OF 1

PROJECT NO: G00047/18 | STATUS: FOR CONSTRUCTION

DRAWING NO: G00047/18/CIVIL/002



CONFIDENTIAL

NOTES

REV.	DESCRIPTION	BY	CK.	AP.	DATE
2	Revised Setting-out & Entrance Gate	RY	WW	HXK	14.08.2018
1	Revised Main Entrance	RY	WW	HXK	07.08.2018
0	FOR TENDER	RY	WW	HXK	07.2018

Power Generation Solution Provider

VPOWER GROUP

Units 2019-2015, 20/F, Tower 1, MetroPlaza
223 Hing Fong Road, Kwai Chung, N.T. Hong Kong
Tel: (852) 2487 4517 Fax: (852) 2487 4384
Website: www.vpowerhk.com

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTRACTOR: Electric Power Generation Enterprise (EPGE)

DRAWN: RY | CHECKED: WW | APPROVED: HXK | REVISION: 2

PROJECT NAME: 90MW Rental Power Generation Plant in Myingyan Region

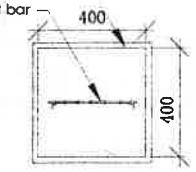
DRAWING TITLE: POWER PLANT LAYOUT PLAN

SCALE: NTS | SHEET SIZE: A1 | SHEET NO: 1 OF 1

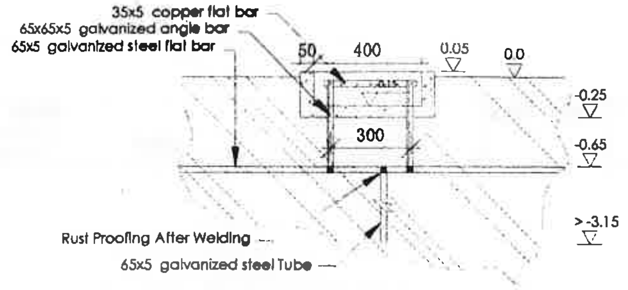
PROJECT NO: GC0047/18 | STATUS: FOR CONSTRUCTION

DRAWING NO: GC0047/18/CIVIL/001

Note :
1. All electrical equipment should be connected with the ground grid reliability.
2. Main grounding grid grounding resistance required measured less than 1 ohms, or increase should be playing ground electrode.
3. Ground grid should be 0.65 m depth below.



TOP VIEW



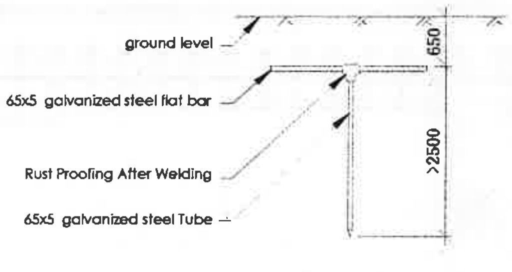
Grounding Connection Pit Cross Section

Ground Rod (Vertical)

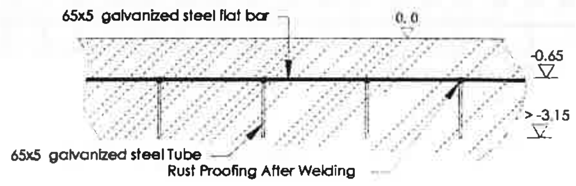
Ground Net (Horizontal)

L.A. Lightning Arrestor

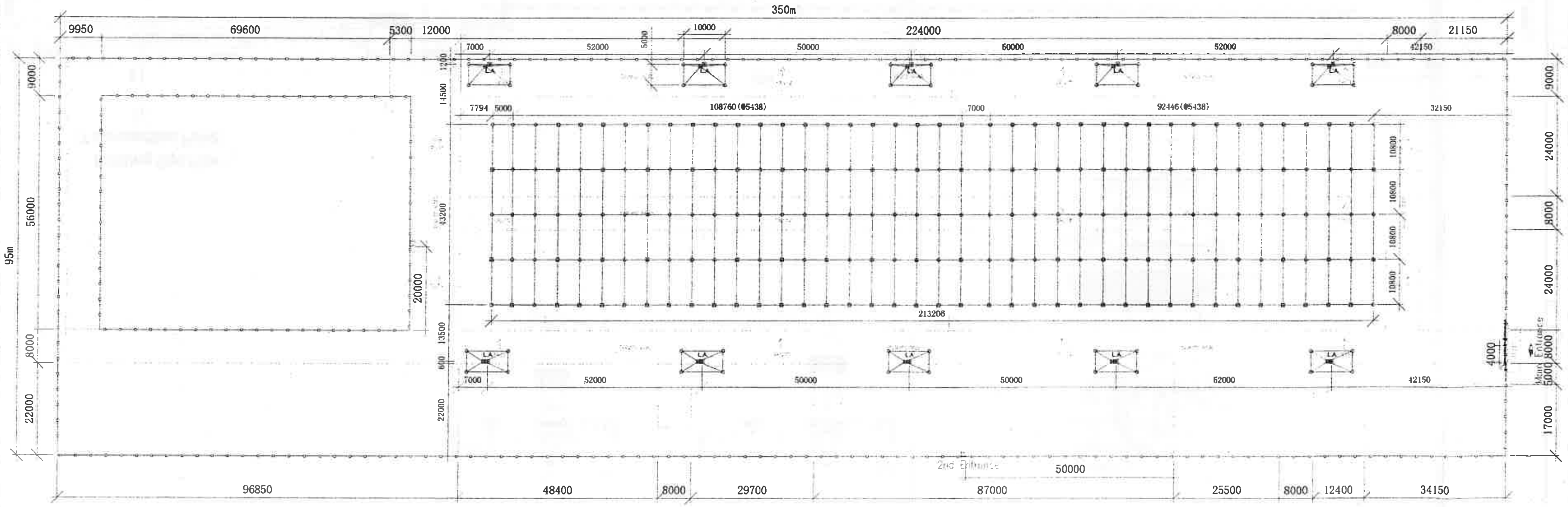
Grounding Well



Grounding pole diagram



Grounding Net & Rod Cross Section



NOTES

REV.	DESCRIPTION	BY	CK.	AP.	DATE:
2	Revised Setting-out at Entrance Gate	RY	WW	HXK	14.08.2018
1	Revised Main Entrance	RY	WW	HXK	27.08.2018
0	FOR TENDER	RY	WW	HXK	07.2018

Power Generation Solution Provider
VPOWER GROUP

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTRACTOR:

DRAWN: RY | CHECKED: WW | APPROVED: HXK | REVISION: 2

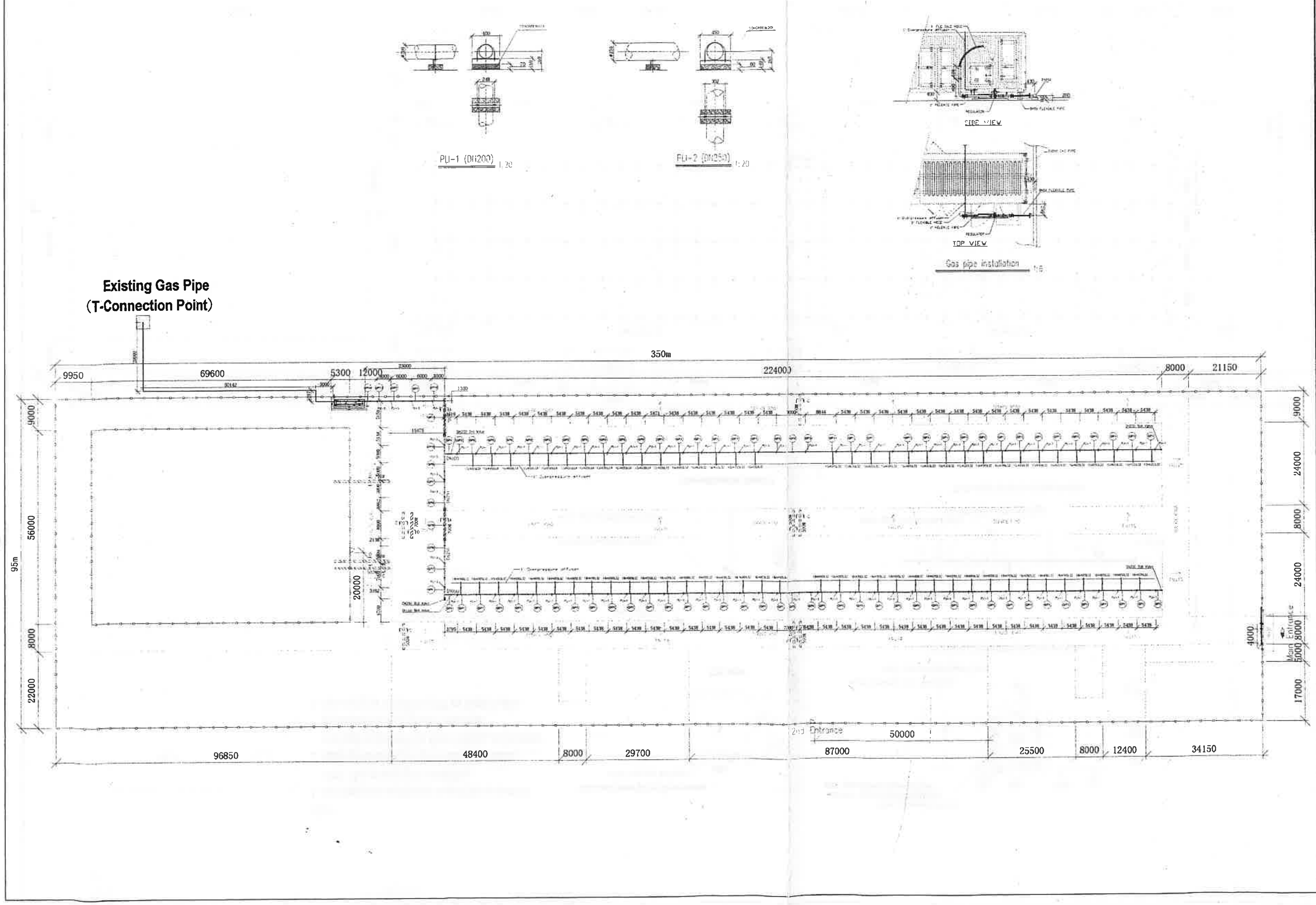
PROJECT NAME: 90MW Rental Power Generation Plant in Myingyan Region

DRAWING TITLE: EARTHING SYSTEM SETTING-OUT

SCALE: NTS | SHEET SIZE: A1 | SHEET: 1 OF 1

PROJECT NO.: GC0047/18 | STATUS: FOR CONSTRUCTION

DRAWING NO.: GC0047/18 CWE/003



NOTES

REV.	DESCRIPTION	BY	CHK.	APP.	DATE
2	Revised Setting-out & Entrance Gate	RY	WW	HK	14.03.2018
1	Revised Main Entrance	RY	WW	HXK	07.03.2018
0	FOR TENDER	RY	WW	HXK	07.2018

Power Generation Solution Provider
VPOWER GROUP

Unit 2019-2015, 20/F, Tower 1, MetroPlaza
223 Hing Fong Road, Kwai Chung, N.T. Hong Kong
Tel: (852) 2687 6517 Fax: (852) 2687 4584
Website: www.vpower.com

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTRACTOR:

DRAWN:	CHECKED:	APPROVED:	REVISION:
RY	WW	HXK	2

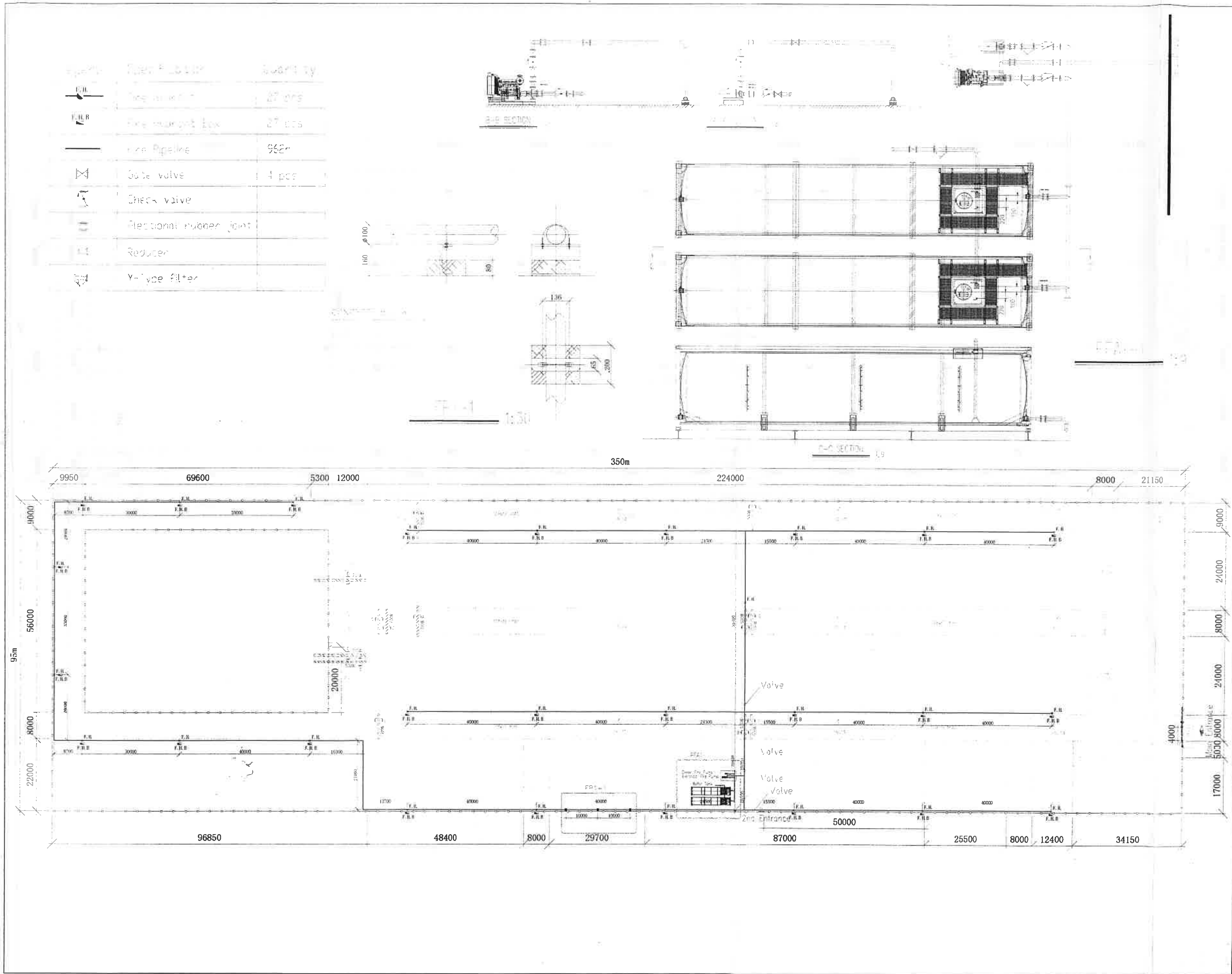
PROJECT NAME: 90MW Rental Power Generation Plant in Myingyan Region

DRAWING TITLE: GAS PIPE SETTING-OUT

SCALE: NTS | SHEET SIZE: A1 | SHEET NO: 1 OF 1

PROJECT NO: GC0047/18 | STATUS: FOR CONSTRUCTION

DRAWING NO: GC0047/18/CIVIL/004



REV	DESCRIPTION	BY	CK	AP	DATE
2	Revised Setting-out at Entrance Gate	RY	WW	HXK	
1	Revised Main Entrance	RY	WW	HXK	07.08.2018
0	FOR TENDER	RY	WW	HXK	07.2018

Power Generation Solution Provider

VPOWER GROUP

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTRACTOR:

DRAWN: P | CHECKED: WW | APPROVED: HXK | REVISION: 2

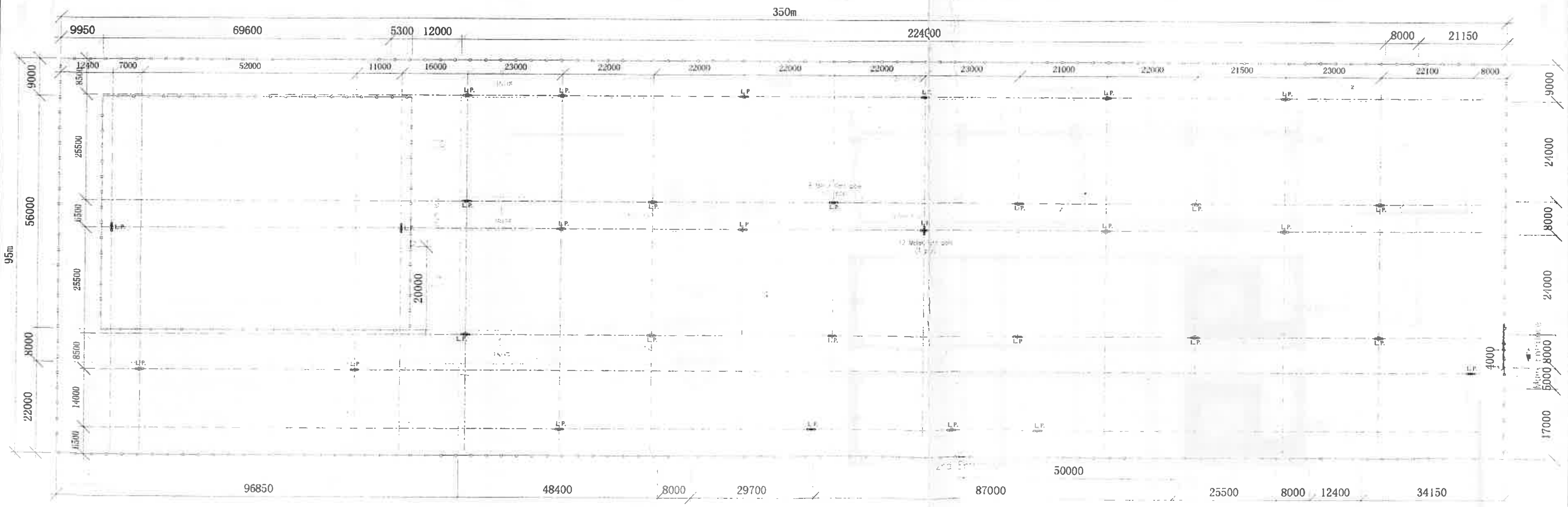
PROJECT NAME: 90MW Rental Power Generation Plant in Myingyan Region

DRAWING TITLE: FIRE PIPE SETTING-OUT

SCALE: NTS | SHEET SIZE: A1 | SHEET NO: 1 OF 1

PROJECT NO: GC0047/18 | STATUS: FOR CONSTRUCTION

DRAWING NO: GC0047/18 CIVIL/005



NOTES

		BY	CHK	APP	DATE
2		KY	WW	HKK	14.02.2018
1		KY	WW	HKK	07.08.2018
0		KY	WW	HKK	
REV	DESCRIPTION	B	CHK	APP	DATE

Power Generation Solution Provider
VPOWER GROUP

Electric Power Generation Enterprise (EPGE)

MINISTRY OF ELECTRICITY AND ENERGY

POWER PURCHASE AGREEMENT

BETWEEN

ELECTRIC POWER GENERATION ENTERPRISE

AND

VPOWER HOLDINGS LIMITED

FOR

90 MW GAS ENGINES POWER PLANT

AT

MYINGYAN DISTRICT, MANDALAY REGION

NAY PYI TAW

Date - 7. 11. 2018

MINISTRY OF ELECTRICITY AND ENERGY

POWER PURCHASE AGREEMENT

BETWEEN

ELECTRIC POWER GENERATION ENTERPRISE

AND

VPOWER HOLDINGS LIMITED

FOR

90 MW GAS ENGINES POWER PLANT

AT

MYINGYAN DISTRICT, MANDALAY REGION

NAY PYI TAW

Date: 7th November 2018

POWER PURCHASE AGREEMENT FOR 90 MW GAS ENGINES POWER PLANT AT MYINGYAN DISTRICT, MANDALAY REGION.

1. **Preamble.**

(a) This Power Purchase Agreement for 90 MW Gas Engines Power Plant at Myingyan District, Mandalay Region (hereinafter referred to as the "Agreement")is made on [ ] 2018 between Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No.27, Naypyitaw, (hereinafter referred to as "**EPGE**" which expression includes its successors and legal representatives) represented by U Khin Maung Win, Managing Director on the one part; and

(b) VPower Holdings Limited, with registered address at Unit 2019, 20/F, Tower 1 Metroplaza, 223 Hing Fong Road, Kwai Chung, New Territories, Hong Kong S.A.R. (hereinafter referred to as the "**Company**" which expression includes its successors and legal representatives) represented by Mr. Oscar Ng, Senior Regional Manager on the other part.

The Company and EPGE shall each be referred to as a "**Party**", and collectively the "**Parties**".

THE PARTIES AGREE AS FOLLOWS:

2. **Objectives.**

As the Government of the Republic of the Union of Myanmar laid down the policy to meet the demand for electric power in the country and to fulfill this demand for electric power in the Regions/States, the Ministry of Electricity and Energy (hereinafter referred to as "MOEE") published in local newspaper an open invitation to all foreign and local investors to submit a proposal for power generation by gas engine generators near Myingyan Region, using natural gas resources from "SHWE" offshore (hereinafter referred to as "**Invitation**"). In response to the Invitation, MOEE received various proposals including the commercial offer and technical offer from the Company, and after evaluating the said proposals, MOEE through EPGE has selected the Company as the successful tenderer.

3. References to days or months throughout this Agreement are respectively to calendar days or calendar months, unless otherwise stated. **Terms and**

Conditions.

The terms and conditions of this Agreement are as follows:

(a) **Obligations of EPGE.**

Subject to the Company's fulfillment of its corresponding prerequisite obligations:

(i) EPGE shall: (a) at its own cost, arrange to acquire the land area for the site (as designated on the map in Annex 1) meeting the specifications provided by the Company (the "**Site**"), and make it available on the issuance of the Letter of Acceptance (LOA) by EPGE to the Company on 7 May 2018 (the "**Commencement Date**"), and (b) throughout the term of this Agreement and until all the gas engines, spare parts, ancillary equipment, consumables and supplies owned by the Company as described in Annex 4 (the "**Gas Engines**") have been demobilized, ensure each the Company Personnel (as defined below) has access and rights to the Site in such manner that is sufficient for such the Company Personnel to perform his/her obligations hereunder, and to protect the Company' rights and title over the Gas Engines;

(ii) EPGE shall be responsible for ensuring that each of the Company and the Company Personnel shall not be held liable for any third-party claim as a result of the location or use of the Site, including in respect of acceptable noise, which shall be in compliance with regulation of Health Safety Environment (Annex 4) that may be created by the Gas Engines;

(iii) EPGE shall, at its own cost, be responsible for supplying, at all times, to the gas intake valve at the location indicated in Annex 1, (the "**Gas Intake Point**") natural gas using 20MMSCFD, at gas pressure (main supply) minimum 300PSI (+/-5%) from "SHWE" offshore, necessary for the operation of the Gas Engine, of sufficient quality, pressure and volume meeting the "Gas Specifications" described in Annex 2, and subject to the "Technical Specifications" in Annex 4. Continuing gas supply under this clause must first be made available at the Gas Intake Point at least 30 days prior to the Original Commercial Operation Date (as defined below), including for purpose of the testing and commissioning of the Gas Engines, and EPGE shall provide 30 days advance notice for any deviation from

the estimated Original Commercial Operation Date of the availability of such gas supply. Notwithstanding the foregoing, EPGE shall not be excused from its obligation to pay under this Agreement (including Annex 5);

(iv) During the term of this Agreement, EPGE shall provide Company dispatch instructions/guidance, and the Company (or its designated affiliate) shall operate the Gas Engines (being the "**power plant**") according to EPGE's instructions/guidance of load dispatch as necessary;

(v) EPGE shall make arrangements and provide all documentary support as may be required by the relevant Myanmar authorities to ensure that multiple entry visa and Long Stay Permits are issued to allow each requisite personnel of the Company (a "**Company's Personnel**") to enter, remain in and depart from Myanmar over the term of this Agreement or any extended term for the purpose of providing the services set out in Annex 6 ("**After Delivery Services**") to meet the Company' obligations hereunder;

(vi) EPGE shall provide approvals for the connection to existing 132 kV dead end tower in Myingyan at least thirty (30) days prior to the Original Commercial Operation Date, for the purpose of testing and commissioning and supplying electricity to, and all sufficient utilities and power for the provision of the After Delivery Services by, the Company, and cooperate with the Company's Personnel with respect to all the activities under this Agreement. Company shall supply necessary cables based on actual conditions of the Site and equipment to receive the foregoing power and utilities;

(vii) EPGE shall be responsible for ensuring energy payments to the Company in accordance with Annex 5 of this Agreement; and

(viii) Even if EPGE fails to supply gas in accordance with Clause 3(a)(iii) the Company to test, commission and/or operate the power plant, EPGE shall still make energy payments to the Company with effect from the Original Commercial Operation Date in accordance with Annex 5.

(b) Obligations of the Company

Subject to EPGE's fulfillment of its corresponding prerequisite obligations:

(i) The Company shall, by itself and/or through a qualified contractor, provide EPGE the After Delivery Services at its own cost through out the term of this agreement;

(ii) Company shall install 1.56MW (minimum unit capacity) X 60 units of Gas Engines of total installed capacity of 93.6MW. Subject to Annex 2 and Annex 8, Company shall guarantee that the Gas Engines provide a net guarantee output of 90MW (the "**Net Guarantee Output**"). The term of this Agreement is 60 months from the Commercial Operation Date, subject to renewal, by the agreement of both Parties;

(iii) Company shall be responsible for, and arrange the purchase and installation of, gas pipe line and gas regulation station (in accordance with Annex 1) at its own expense, to obtain natural gas for the Gas Engines, transmitted by the Myanmar Oil and Gas Enterprise;

(iv) Gas supply infrastructure for the power plant includes:

(1) New gas Filtering Unit, Pressure Reduction Skid, Metering System and Vent System;

(2) The Earth Work & Foundation for the Coalescing Gas Filter/Pressure Reduction Skid, Containerized Control Room and Apron;

(3) The following buildings:

- One containerized 12 feet × 12 feet control room;
- One 12 feet × 15 feet office building alongside with the control room;
- One Senior House for supervisor who will manage the gas supply infrastructure;
- One Junior House for two shift engineers; and
- One Labor Barrack; and

(4) Electricity and water supply for the gas supply infrastructure for the power plant.

With respect to a new 8-inch gas pipeline from relevant off-take point to the Site for the power plant and new gas filtering unit, pressure reduction skid, metering system and vent system, the Company shall arrange all required materials as mentioned in Annex 4 at a 132kV substation according to

the specifications mentioned in Annex 4 and construct such pipeline, at its own cost, and MOGE will supervise the construction thereof.

The Company shall do the earth work and foundation for the coalescing gas filter/pressure reduction skid, containerized control room and apron, and construct all the buildings mentioned in clause 3 b (iv) above at its own cost;

(vi) Company shall (at its own cost), and EPGE shall assist the Company to, arrange and maintain all necessary electricity and water supply for the gas supply infrastructure for the power plant. EPGE shall (or it may designate MOGE to) operate the new gas supply structure;

(vii) Company shall, at its own cost, be responsible for completing all customs clearance and all other required formalities for the importation of the Gas Engines in a timely manner, provided that, EPGE shall be the importer-of-record/consignee with respect to the power plant and related equipment during the construction period, and shall assist the Company in this respect. Company shall bear all cost related to importation of the Gas Engines including actual shipping, transportation and loading costs. Any tax refund in connection with the export of the power plant and related equipment out of Myanmar following the term of this Agreement (including any extensions hereof) shall be entitled and paid to the Company;

(viii) Company shall be responsible for obtaining, and maintaining throughout the term of this Agreement, the requisite permits, approvals and licenses required under Myanmar laws and regulations to enable the Company (including the Company's Personnel) to perform its obligations under this Agreement, including (a) the inland transport of Gas Engines and (b) the conducting of electricity generation, in each case, as required hereunder, with EPGE providing assistance in this respect;

(ix) Company shall be responsible for, and arrange connection to, existing 132 kV dead end transmission line, with EPGE providing assistance in this respect;

(x) Company shall be responsible for, and arrange installation of, 1 primary and 1 back-up kilowatt hour meters on the outgoing feeder to meter power plant generation, and the specification

and accuracy class of energy meter shall be provided by EPGE;

(xi) Company shall commence generating electricity within 270 days after the Commencement Date (which shall be known and defined as the "**Original Commercial Operation Date**"), or if later, plus an extra day to the Original Commercial Operation Date for each day of Excusable Delays. The "Commercial Operation Date" of the power plant shall be achieved after (4) hours continuous operation at the Net Guarantee Output and at the actual heat rate during this 4 hours continuous operation (the "**Commercial Operation Date**"). To determine the actual output and actual heat rate of COD test of the power plant, energy meter reading of energy meter located at the outgoing 132 kV feeder of power plant and gas meter reading of the gas meter installed at the MOGE's gas yard in Myingyan shall be used. The Commercial Operation Test shall be witnessed by Company and EPGE. The total gas consumption for the testing and commissioning shall be less than or equal to 35mmscf. EPGE shall not pay for any electricity charge transmitted to the grid during the testing and commissioning;

(xii) Company shall arrange the annual tests for the Net Guarantee Output and Net Guarantee Heat Rate which shall be witnessed by EPGE on the date which is the anniversary of Commercial Operation Date. If the result does not conform to the guaranteed values herein, Company shall rearrange the tests for the Net Guarantee Output and Net Guarantee Heat Rate within five (5) days;

(xiii) Company shall ensure that there are sufficient back-up engines available in the event of break-down of some or all of the Gas Engines;

(xiv) If the actual heat rate exceeds the Net Guaranteed Heat Rate, Company shall be penalized for 150% of the actual cost of the additional gas consumed based on the rate paid by EPGE to the Myanmar Oil and Gas Enterprise ("**Additional Gas Cost**"). In furtherance of the foregoing, the actual cost of the additional gas consumed shall be calculated as follows:

(1) If the actual heat rate (Btu/kWh) for a month is equivalent to, or less than, the Net Guarantee Heat

Rate, the cost of additional gas shall be zero; or

(2) If the actual heat rate (Btu/kWh) for a month exceeds the Net Guarantee Heat Rate, the cost of additional gas shall be calculated as follows:

[Actual heat rate for such month (Btu/kWh) – Net Guarantee Heat Rate (Btu/kWh)] * actual electricity delivered recorded on relevant electricity meter located at outgoing 132kV feeder of power plant for such month (kWh) * actual cost of gas incurred by EPGE (USD/mmBtu) / 1,000,000

Where,

Actual heat rate for such month = actual gas consumption recorded on MOGE's gas meter for such month / actual electricity delivered recorded on relevant electricity meter located at outgoing 132kV feeder of power plant for such month (kWh).

The Company shall pay the Additional Gas Cost (if any) in MMK The Cost of additional gas (denominated in USD) shall be calculated based on the same USD: MMK (as defined below) exchange rate used in calculating the energy payment for such month in accordance with Clause 4(f).

(xv) Company agreed to use the gas meter installed at the MOGE's gas yard in Myingyan for measuring the gas consumption of the power plant;

(xvi) Subject to any extension of the Original Commercial Operation Date hereunder for Excusable Delays, the Company shall pay a penalty of MMK 25,000,000 per day to EPGE, if the Company fails to achieve commercial operation by the Original Commercial Operation Date. If the penalty in the preceding sentence has accrued for more than thirty (30) days and remains unpaid, EPGE shall be entitled to deduct the amount of penalty payment from the energy payment payable to the

Company in accordance to Annex 5 following Commercial Operations Date;

(xvii) Company shall submit weekly work progress reports every seven (7) days beginning fourteen (14) days after the Commencement Date;

(xviii) Company shall be responsible to run the power plant with black start facility to synchronize with Myanmar's national grid in case of blackout;

(xix) Company shall dismantle the entire Gas engines power plant at its own cost within three (3) months after the earlier of: (1) expiry of the term of this Agreement (subject to extension/renewal) or (2) termination of this Agreement.

(xx) The Company shall submit scheduled outage and maintenance plan to EPGE at the start of the Commercial Operation Date and thereafter on each anniversary of the Commercial Operation Date over the term of this Agreement.

4. Payment Terms

(a) The energy payment payable by EPGE to Company hereunder shall be calculated based on Annex 5.

(b) EPGE shall pay the requisite amount of energy payment on a monthly basis, and all amounts of energy payment payable under this Agreement shall be paid to Company' bank account set out in Clause 4(f).

(c) EPGE shall not pay any amount of electric energy more than the Guaranteed Electric Energy amount for dry seasons and wet seasons as provided under Annex 5, unless the amount of electric energy more than the Guaranteed Electric Energy for dry seasons and wet seasons is instructed by EPGE or the load dispatch center. In the first week after the end of each season, all Parties shall determine the amount of excessive electric energy generated by mutual agreement.

(d) Company shall send invoice to EPGE for payment of the monthly energy payment based on Annex 5. If there is no objection to the amount invoiced within three (3) business days of receipt of the relevant invoice, the amount invoiced shall be deemed as having been approved by EPGE, and EPGE shall pay the invoiced amount by account transfer within thirty (30) days from the date of receipt of such invoice. In respect of invoices issued for energy payment where

the invoiced amount exceeds the actual energy payment amount, the invoiced amount in excess shall be set-off from the immediately succeeding monthly invoice. If any dispute arises on the amount of energy payment invoiced, EPGE shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount.

(e) Subject to Annex 5, Company shall pay all applicable taxes in accordance with Myanmar laws.

(f) Company shall hold its bank account at either: (i) Myanmar Economics Bank in Naypyitaw or (ii) Myanmar Economics Bank No.3 in Yangon to receive energy payment made by EPGE and pay its expenses locally, and EPGE shall provide Company assistance necessary to transfer the energy payments deposited in any such bank account to a commercial bank in Myanmar selected by the Company. Notwithstanding the foregoing, if Company is unable to open its bank account at either subclause (i) or (ii) above for any reason whatsoever, it may hold its bank account at United Overseas Bank in Yangon. With respect to the energy payments set out in this Agreement, EPGE shall make the energy payments set out in this Agreement in Myanmar Kyat (“**MMK**”) equivalent of the payment that is denominated in US Dollars, based on the official USD:MMK exchange rate published by the Central Bank of Myanmar on the date of payment. EPGE shall provide the Company assistance as necessary to enable the exchange of MMK into USD for purpose of repatriation out of Myanmar.

(g) Within twenty (20) days following the signing date of this Agreement, the Company shall deposit a performance bank guarantee with a bank acceptable to Central Bank of Myanmar (the “Performance Bank Guarantee”), which shall be valid for (30) days after the Original Commercial Operations Date in the amount of (1,000,000 USD or 1,500,000,000 Myanmar Kyats) to secure its timely completion of its obligations hereunder of the Commercial Operation Date. At the time of providing the Performance Bank Guarantee to EPGE by the Company, EPGE shall return the bid Security to the Company. The Performance Bank Guarantee shall be returned to the Company within seven (20) business days after the successful completion of the Commercial Operation Date.

(h) In respect of any extension of the Original Commercial Operation Date the Performance Bank Guarantee shall be extended and valid for (30)

days after the Commercial Operation Date.

(i) After the Commercial Operation Date, the Company shall pay for electricity it consumed from the grid for purpose of operating the Gas Engines in accordance with EPGE's regulations.

(j) Within 14 days after the end of each month, the representatives of the Parties shall meet at the Site to determine the amount of electricity the Company cannot produce due to planned and forced outage of the power plant, system breakdown, transmission line fault, unavailability of Gas Supply and other events. The representatives of the Parties shall record such determination in writing and sign on the same after the amount of electricity has been finalized.

(k) The Parties shall settle any take-or-pay at the end of each season. Any payment due to EPGE shall be adjusted to the energy payment in the following month. Any payment due to the Company shall be made in accordance with Clause 4 (m).

(l) EPGE shall be entitled to retain up to 30% of the energy payment for the last month of the Term for a period of two (2) months, which amount shall be released to the Company thereafter. The exact amount to be retained by EPGE shall be subject to good faith negotiations between the parties based on the historical Additional Gas Cost (if any) paid to EPGE by the Company. EPGE shall be entitled to deduct any amount payable to EPGE by the Company from the foregoing retained amount.

(m) EPGE shall send credit note to the Company for any penalty payment incurred by the Company to EPGE including but not limited to the COD delay penalty pursuant to clause 3 (b) xvi, the Cost of Additional Gas pursuant to clause 3(b)(xiv) and any take-or-pay pursuant to Annex 5. If there is no objection to the amount in credit note within five (5) business days of receipt of the relevant credit note, the amount shall be deemed as having been approved by the Company, and the Company shall pay the amount mentioned in the credit note by account transfer to EPGE's bank account within thirty (30) days from the date of receipt of such credit note. If the Company do not pay the amount mentioned in the credit note within thirty (30) days from the date of receipt of such credit note, EPGE shall be entitled to withhold the energy payment. If any dispute arises on the amount mentioned in the credit note, the Company shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount.

5. **Compensation for Breach**

(a) The "take or pay" settlement shall be calculated based on seasonality in accordance with Annex 5.

(b) In the event of EPGE's system failure or total blackout, the Company shall restore full operation of the Gas Engines within twenty (20) minutes upon receiving power from the national grid.

(c) Within ten (10) days after the Commencement Date, Company shall submit the work program to be carried out, failing which, the Company shall pay United States Dollar Three Thousand (USD 3,000) per day as penalty fees.

6. **Term of the Agreement**

(a) The term of this Agreement shall be effective from the date of signing of this Agreement. If the extension of the term or the termination of the term is not made in accordance with this Agreement, this Agreement shall be valid for sixty (60) months commencing on the Commercial Operations Date.

(b) EPGE shall give three (3) months in advance notice to the Company for the availability of gas supply prior to the Original Commercial Operation Date.

(c) If the term of this Agreement is agreed to be extended by both Parties and provided that EPGE shall provide a three (3) months' advance notice, the term shall be extended.

7. **Title to Gas Engines and Equipment.**

(a) All the Gas Engines procured by Company in performing its obligations hereunder shall at all times be and remain, solely and exclusively the property of Company, and no right, title or interest in any of the Gas Engines shall pass to EPGE or any third party at any time or under any circumstances under this Agreement. The Gas Engines are, and shall at all times remain, personal property of the Company, notwithstanding that the Gas Engines and related equipment and supplies or any part thereof may now be, or hereafter become, in any manner affixed or attached to any personal or real property located at the Site or otherwise.

(b) The Parties hereby confirm their intent that this Agreement shall constitute provision of required services only and does not constitute

or be characterized as an engine or equipment sale or financing transaction or other business investment or enterprise. The Parties are not anything other than that of power producer and purchaser, and the Parties do not intend in any manner to change or to impact the ownership of the Gas Engines and related equipment and supplies by the Company.

8. Defaults

(a) EPGE shall be in default under this Agreement (an "**EPGE Default**") upon the occurrence of any of the following events:

(i) The energy payment, unless disputed, is not paid within forty-five (45) days from the date of the invoice, or

(ii) EPGE is in breach of any obligation for which this Agreement does not provide exclusive remedies; provided that: (A) the Company shall first have provided EPGE with written notice of the nature of such breach and of the Company's intention to terminate this Agreement as result of such breach, and (B) EPGE shall have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(b) Upon the occurrence of any EPGE Default, the Company may terminate this Agreement in accordance with Clause 9 of this Agreement

(c) The Company shall be in default under this Agreement (the "**Company's Default**") upon the occurrence of any of the following events:

(i) The actual heat rate of the power plant exceeding the Net Guaranteed Heat Rate by more than five percent (5%) for more than three (3) consecutive months during the terms of the contract;

(ii) Company failing to maintain Net Guaranteed Output more than one (1) month during the "dry season", as determined in Annex 5;

(iii) Company fails to comply with environmental standard pursuant to local or international rules and regulations of environmental and social impact during the term of this

Agreement, or

(iv) Company is in breach of any obligation for which this Agreement does not provide exclusive remedies, provided that: (A) EPGE shall first have provided the Company with written notice of the nature of such breach and of EPGE's intention to terminate this Agreement as result of such breach, and (B) the Company shall have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(d) Upon the occurrence of any the Company Default, EPGE may terminate this Agreement in accordance with Clause 9 of this Agreement.

9. **Termination**

(a) If this Agreement is terminated before the stipulated period for sixty (60) months (as extended/renewed hereunder) due to an EPGE Default, EPGE shall remain obligated to pay the remaining amount of the energy payment to the Company set out in Annex 5, but maximum termination amount payable to the Company shall be based on energy payments payable for a forty-five (45) month period. Such remaining amount shall be paid in a lump sum within thirty (30) business days after the termination of this Agreement. EPGE shall not be liable to pay any termination payment in case of the Company's Default. For the avoidance of doubt, this Clause shall survive the termination of this Agreement.

(b) The Company shall not terminate this Agreement other than for EPGE Default.

(c) EPGE shall not terminate other than for the Company's Default.

(d) In the event of breach, the other party shall provide formal notice of a breach, after which, the breaching party shall have sixty (60) days to cure this breach before the non-breaching Party may exercise its right to terminate this Agreement.

(e) This Agreement can be terminated if both Parties agreed mutually to terminate it or if either party is being affected by any Force Majeure (as defined below) event for more than 180 days consecutively.

10. **Remaining rights after termination of this Agreement.**

All the rights and obligations of the Parties accrued prior to the expiration or termination of this Agreement and the confidentiality and indemnity provisions shall survive the expiration or termination of this Agreement. No other rights and obligations provided herein shall be effective after the expiration or termination of this Agreement.

11. **Force Majeure**

(a) The term "Force Majeure" means restrictions of the government (political force majeure), earthquakes, fire, floods, storms, riots, water risk, strikes, war, lookouts, industrial disturbance, plagues, landslide, cyclone, lightning, explosion, civil unrest, blockades and other causes similar to the kind herein enumerated which are beyond the reasonable control of either Party and which, notwithstanding the exercise of due care and diligence, cannot be overcome by either Party.

(b) If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within fourteen (14) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are affected by such Force Majeure shall be suspended (except in the instance of political force majeure, in which case EPGE shall continue to pay the requisite energy payment) during such period of the continuance of the disability so caused, provided that the Party affected shall as far as possible, within its control recover from the effects of such Force Majeure event with all reasonable dispatch.

(c) Neither Party shall be responsible for any delays, damage or loss caused by Force Majeure.

12. **Excusable Delay**

Company shall not have any liability to EPGE or shall not be considered to be in breach of any of its obligations under this Agreement for any delay in the commencement of commercial operation to the extent that such delay (an "**Excusable Delay**") is a direct or indirect result of any of the following:

(a) If this Agreement has not become effective within ninety (120) days from the Commencement Date by reason solely attributable to the

EPGE;

(b) Any delay in issuing any required permit, license or approval, for which EPGE is responsible;

(c) EPGE fails to make the Site available on or before the Commencement Date;

(d) EPGE fails to make available the natural gas as required hereunder according to Clause 3(a)(iii);

(e) EPGE fails to comply with its obligations respecting the Site (including the granting of access and use rights) according to Clauses 3(a)(i), (iii) and (vi); or

(f) An occurrence of a Force Majeure event.

If there is an Excusable Delay, the Original Commercial Operation Date shall be extended for each day of the Excusable Delay.

13. Confidentiality

The Parties to this Agreement shall keep secret and confidential and shall not disclose the terms and conditions of this Agreement or any other confidential, financial or trading information relating to the other Parties during the term of this Agreement and following the expiration or termination hereof, whether to their respective officers, directors, employees, agents, contractors, sub- contractors or otherwise save (i) as expressly provided in this Agreement; (ii) with the prior consent of the other Party; (iii) for project financing purpose of the Company; or (iv) for information which are already in the public domain or in the possession of the receiving Party prior to its disclosure.

14. Representations and Warranties

Each Party hereby warrants and represents to the other Party as follows:

(a) It is duly registered in the jurisdiction of its address in the Preamble hereto, validly existing in such jurisdiction and has the power to execute this Agreement.

(b) All of the formalities required by it consistent with its obligations (and subject to the other Party's obligations) for the conclusion and performance of this Agreement are complete and legally effective.

(c) There is no judgment, ruling, verdict or administrative action from any court, arbitral tribunal, administrative intervention agency that substantially affects its performance of this Agreement when it is executed.

(d) The internal authorization required by it to execute this Agreement

has been completely obtained; the persons signing this Agreement are its legal or authorized representatives. This Agreement shall be legally binding upon it after becoming effective.

15. Amendments

This Agreement shall not be amended, save with the written consent of both the Parties.

16. Transfer of Obligations

No Party shall assign or transfer rights and obligations, wholly or partially, without the written consent of the other Party,. If the transferor can prove that the proposed transferee has sufficient financial and technical capabilities to perform the rights and obligations under this Agreement, the non-transferring party shall not withhold or delay the provision of its consent to such transfer.

17. Mutual Agreement

This Agreement is made and executed in English language only. Each Party retains one executed original counterpart both of which shall be deemed to be originals of this Agreement and shall be deemed as being one and the same.

This Agreement is for the benefit of the Parties herein and shall be binding on the successors and representatives of the Parties herein. This Agreement shall not be presumed to give rise to any responsibilities to third parties.

18. Indemnification.

Subject to the limitations set forth elsewhere in this Agreement, each Party shall indemnify and hold harmless the other Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including all reasonable legal fees and expenses, but excluding any incidental, consequential or punitive damage) of any kind and nature whatsoever that may at any time or times be actually imposed on, incurred by, or asserted against any of them (whether or not also indemnified against by any other person) ("**Losses**") as a result of:

(a) any breach by a Party of its obligations under this Agreement;

(b) any breach by a Party of its representations and warranties under this Agreement; or

(c) claims of any kind (including claims based on personal injury or

property damages) asserted against a Party by any third parties arising from any act or omission of the other Party.

Notwithstanding the foregoing, the other Party shall use its commercially reasonable efforts to mitigate any and all of its Losses arising out of or resulting from such breach, act or omission.

19. Waiver of Immunity

To the extent that either Party may, in any jurisdiction, claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process, such Party agrees not to claim, and hereby waives, such immunity to the fullest extent permitted by the laws of that jurisdiction, intending in particular, but without limiting the generality of the foregoing, that this waiver shall apply in any proceedings occurring in Myanmar.

20. Dispute Resolution

Any dispute arising from this Agreement shall be resolved amicably through negotiation between the Parties. If resolution cannot be obtained in such manner, resolution shall be sought through final and binding arbitration. The arbitration proceedings shall be conducted in accordance with the UNCITRAL Arbitration rules in effect at the time when the arbitration proceedings are commenced and are hereby incorporated by reference into this clause. The place of arbitration shall be Nay Pyi Taw. The language of arbitration shall be English. Costs of arbitration shall be borne by the losing Party.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar, without regard to its principles of conflicts of law.

22. Guaranteed Technical Parameters of the Power Plant

The Guaranteed Technical Parameters for Power Plant are provided at Annex 8.

23. Renegotiation

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to this Agreement, the Parties shall re-negotiate and make the necessary amendments.

24. Miscellaneous

EPGE confirms that this contract has been prepared and finalized in accordance with the comments of Ministry of Planning and Finance, Ministry of Commence, the Attorney General's Office and the Central bank of Myanmar and signed by the permission of the Cabinet of the Government of the Republic of the Union of Myanmar.

25. Annexes

The Annexes attached to this Agreement are herby made an integral part of this Agreement.

The Annexes are:

- Annex 1 The Site
- Annex 2 Gas Specifications
- Annex 3 Dispatch Procedures
- Annex 4 Technical Specifications
- Annex 5 Payments and Tariffs
- Annex 6 After Delivery Services
- Annex 7 Company's Designated Bank Account
- Annex 8 Guaranteed Technical Parameters for Power Plant
- Annex 9 Capability Comply with Regulation of Health and Safety
- Annex 10 Invoice format

26. Notices

(a) Any notice or other communication in connection with this Agreement or with any arbitration under this Agreement shall be in writing in English (a "**Notice**") and shall be sufficiently given or served if delivered or sent:

In the case of Electric Power Generation Enterprise to:

Address	:	Building No.27,Naypyitaw, Myanmar
Email	:	hpgemd@moep.gov.mm
Facsimile	:	+95 67810 4292
Facsimile	:	+95 678104290
Attention	:	U Khin Maung Win Managing Director
Copy to	:	U Han Zaw Chief Engineer, Thermal Power Department

In the case of the Company to:

Address	:	Unit 2019, 20/F, Tower 1 Metroplaza, 223 Hing Fond Road, Kwai Chung, New Territories, Hong Kong
Email	:	earnest.cheung@vpower.com; oscar@vpower.com; bernard.cheng@vpower.com
Facsimile	:	
Attention	:	Earnest Cheung, Chief Commercial Officer Oscar Ng, Senior Manager Bernard Cheng, Senior Manager

With a copy to:

Zeya & Associates Co. Ltd.

Position	:	Managing Director/CEO
Name	:	Zeya Thura Mon
Email	:	zeya@rgkzna.com
Office	:	+95-1-534845-6

Or (in either case) to such other address or fax number or email address as the relevant party may have notified to the other in writing in accordance with this clause.

(b) Any Notice may be delivered by hand or sent by fax. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received the next business day, if sent by fax, or at the time of delivery, if delivered by hand or at the time of transmission. Email shall be used as information only.

The duly authorized representatives of each of the Parties have signed this Agreement at the place and on the date written above, and in the presence of witnesses.

[*Remainder of page intentionally left blank; Signatures on following pages*]

For and on behalf of EPGE

U Khin Maung Win
Managing Director

For and on behalf of the Company

6 NOV 2018

Oscar Ng
Senior Regional Manager

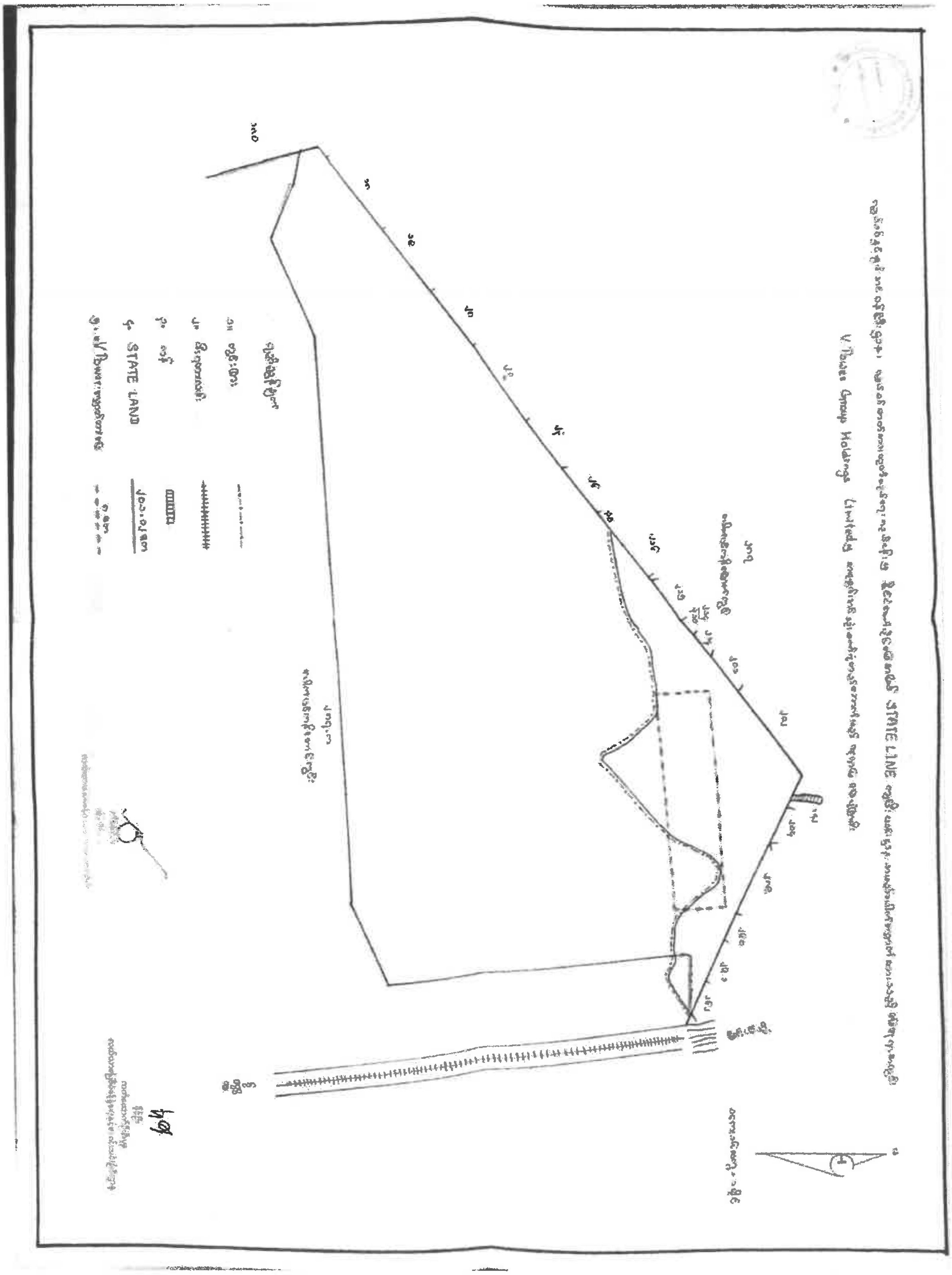
Witnesses

Daw Aye Aye Mon
General Manager
Finance Department, EPGE

U Aung Thu Htoon
Executive Director
Zeya & Associates Co., Ltd.

U Soe Win
Chief Engineer
Thermal Power Department,EPGE

Annex 1
The Site



Annex 2
Gas Specifications

SHWE Gas Composition

As attached

Gas Specification

SHWE Gas Composition

Component Name	Mole Percent	BTU Gross	Relative Density
C6 + 47/35/17	0.0199	1.05	0.0007
PROPANE	0.0297	0.75	0.0005
i- BUTANE	0.0109	0.36	0.0002
n - BUTANE	32.2 PPM	0.11	0.0001
i - PENTANE	49.7 PPM	0.2	0.0001
n - PENTANE	0.0000	0.00	0.0000
NITROGEN	0.2218	0.00	0.0021
METHANE	99.5529	1007.81	0.5514
CARBON DIOXIDE	0.0491	0.00	0.0007
ETHANE	0.1073	1.9	0.0011
TOTALS	**100**	**1012.18**	**0.557**

Comprssibility Factor (1/7)@ 14.73000 PSIA & 60.0 DEG.F= 1.100198

Base Pressures =		14.73	
Gross Dry BTU =		1014.19	Corrected/Z
Real Relative Density Gas =		0.5578	
Un-normalized Mole Percent =		99.874	
WOBBE =		1357.91	

<u>Annex 3</u>
<u>Dispatch Procedures</u>

1. The Company acting through Company Personnel shall declare daily capacity available and required gas volume for dispatch twenty (24) hours ahead of the dispatch period ("Declared Capacity").
2. The Company acting through Company Personnel shall maintain a dispatch log detailing declared availability and nominated power production.
3. Under a day ahead dispatch regime, for each day EPGE shall nominate the required hourly power production from the Gas Engines for the next day ("Nominated Capacity"), and to the extent it is technically feasible for safe operation of the grid, EPGE shall nominate power in volumes to allow for optimal fuel consumption efficiency of the facility. This means, to the extent feasible, the dispatcher will nominate power in engine blocks which will allow each engine to operate at full load.
4. Should EPGE require adjustment to this dispatch schedule after their original nomination, the Company shall use its commercially reasonable efforts to amend the production schedule.
5. Communications between the Company and EPGE shall take place by phone and written correspondence. Phone and call charges shall be paid by the Company.
6. Prior to the Original Commercial Operation Date, the Parties shall agree on communications metering (electrical and natural gas) and protection settings procedures. Unless the Parties agree otherwise EPGE meter shall be used for billing purposes.

Annex 4
Technical Specifications

EXHIBIT 5

Private & Confidential **18 February 2018**

EXH5-02 Description of Equipment and Services

**** Details refer to Technical Description Manual**

Item	Description
Containerized Gas Generating Set	Brand New ISO 20 foot HC SOC Container, Scope of Devices: - Ventilation system - Acoustics intake/discharge silencer - European made Table type typical radiator includes 6 EC fan/fan motors (with variable speed control device), HT & LT Cooling pumps, Expansion Tanks, thermostat electric 3-way valve and etc. - 3200A 3P ACB with Breaker Panel - MMC-4000 Control and monitoring unit for the set and room control functions - MCC Control Wall mounted Panel, Temp/pressure sensor - Residential type Exhaust Silencer - Lead acid Battery N200 - 100L Lube oil auto refill system - Oil drain system - Engine coolant pre-heating system - Gas pressure Reducing regulator, gas chain 4Bar-0.2Bar Extend with ORC Heat Recovery Power Generation Module
Other Container	- Control Room - Switchgear Room - Accommodation Room - Storage Room - Black start diesel gen-set - Meeting Room - Mobile Workshops

Item	Description
HSG Basic Generating Set and Engine	Brand New German Made MTU Onsite 16V4000 GS Generating Set @ 400V 50Hz PPU 1560 OR32 Continuous Rating **1560kWe**, pf=1.0, in GRID OR ISLAND parallel operation (acc. DIN ISO 3046 ICFN) when operating with natural gas, Methane Number ≥ 80, gas composition refers to Bidder' Reference Documents, High Heating Value 1012.18 btu/cf and Gas Analysis Report GasCalc2® Reference Analysis ID90. **BR4000 16V** gas engine, heavy duty robust type, 1500rpm, 4-stroke, spark ignited, turbocharged, gas-fired internal combustion engine for lean-mix operation, without heat recovery and without oxidation catalyst, air inlet temperature of 30°C - 40°C and mixture cooling temperature 58°C. Steel foundation frame with anti-vibration system and gas regulator
Generator	European brand Stamford / Leroy Somer or equivalent Synchronous Alternator with double bearing coupling and housing Temperature detection for winding Temperature detection for bearing
Enclosure	20 foot HQ acoustic container, CSC certified

VPOWER GROUP

EXHIBIT 5

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18 February 2018

Electrical Equipment	LV, MCC panels Control system, HMI system, GCP, CCP Control signal cabling between the sets
Transformer/Substation	0.4/33kV YNd5 step-up oil type transformer 3600kVA with LBS
Balance of Plant	Generator set service and protection systems Erection and commissioning material
Tools and commissioning spare parts	Tools and spare parts for the generating sets Tools and spare parts for the electrical equipment Lubricant specification Mobil Pegasus 805, 260L per set Coolant specification Glysacorr-G93-94, 850L per set



EXHIBIT 5

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18 February 2018

ORC Heat Recovery Power Generation PPU 1560 OR32

Heat Recovery Solutions

Clean Cycle

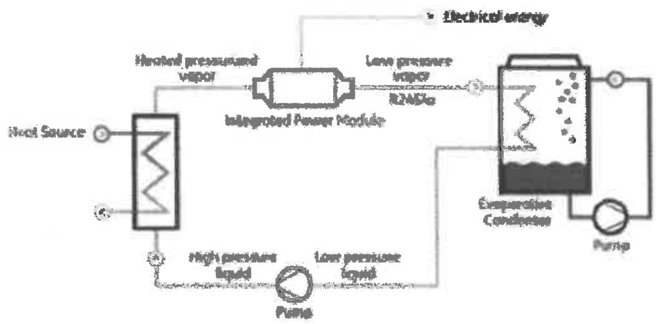
Recovery of Waste Heat

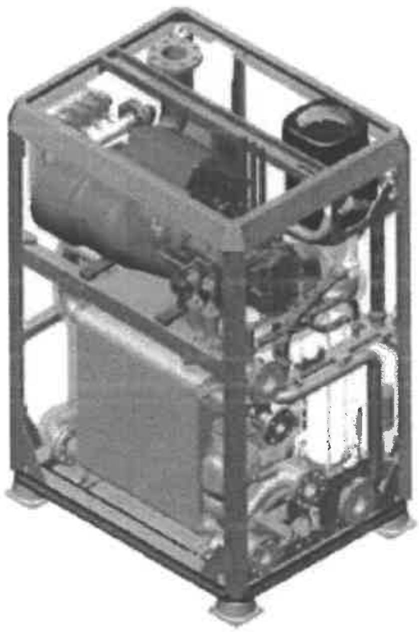
The Clean Cycle system from VPower's Waste Heat Recovery Solutions division captures wasted heat and turns it into electricity that we can use or sell back to the grid.

Modularization installations can benefit from proven Organic Rankine Cycle (ORC) to capture wasted heat and turn it into additional power. The Clean Cycle system from VPower's Heat Recovery Solutions division captures heat from a wide range of systems such as reciprocating engines, biomass boilers and micro turbines.

The benefits:

- Cleaner energy with no fuel needed
- No additional emissions
- High-speed, high-efficiency power module
- Simple synchronization with utility
- Modularization packaged unit
- High reliability
- Modular and scalable design





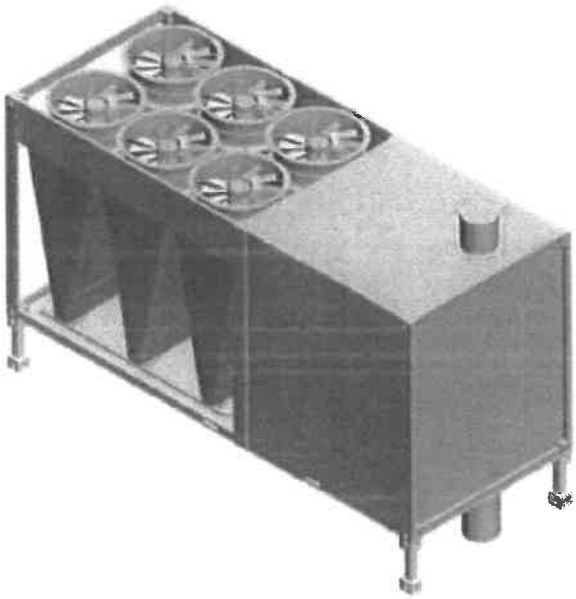


EXHIBIT 5

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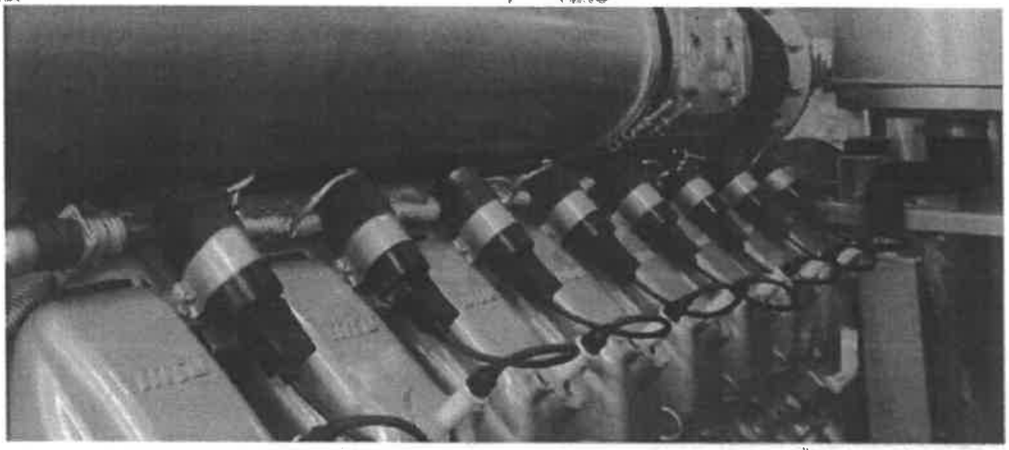
18 February 2018

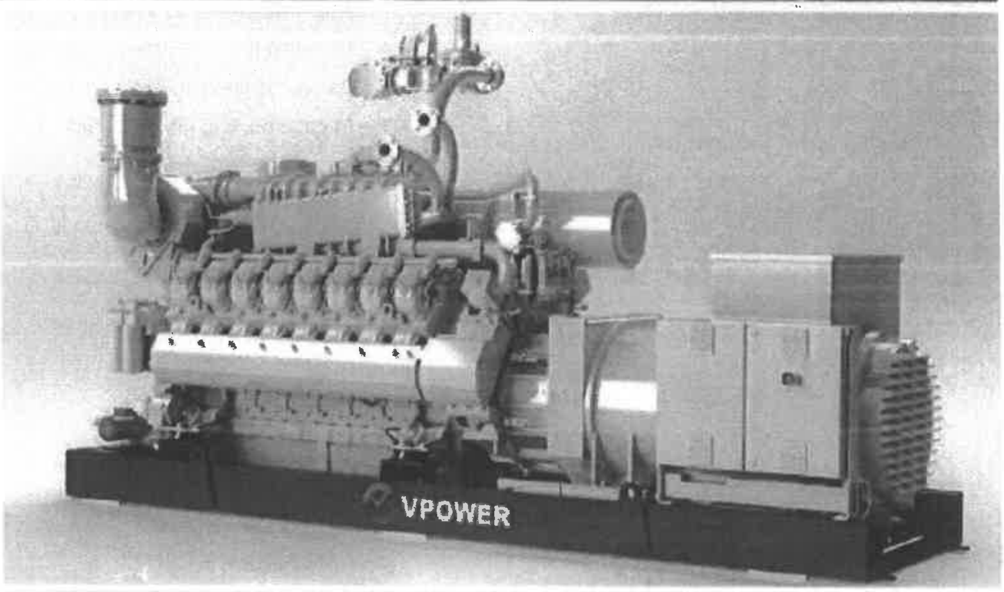
EXH5-02 – Description of Equipment and Services

Main Equipment Specifications

1.1. MTU Gas Engine

Engine Model	:	16V4000L32
Application group	:	COP
Power (at ISO Conditions)	:	1600kWm grid-connected mode (MN≥80)
Fuel	:	Natural Gas
Type	:	4 Strokes, spark ignited, turbocharged, gas-fired internal combustion engine for lean-mix operation without heat recovery and without oxidation catalyst.
Engine Speed	:	1500 RPM
Control	:	MMC





Annex 5
Payments and Tariffs

5.1 Electric energy production

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the guaranteed electric energy delivered to EPGE System and "take or pay " shall be apply the Figure as mentioned below

Table 5.1 Guaranteed Electrical Energy for a complete calendar year

Net Guarantee Output (MW)	Available Hour	Delivered to Grid (MWh)	Guarantee amount for dry season (MWh)	Guarantee amount for wet season (MWh)
90	7,008	630,720	307,800	322,920

- Dry Season means, for any given calendar year, a period of up to five (5) consecutive months, determined by EPGE and notified the Company in writing by no later than 15 January of each calendar year as being "dry season" for that calendar year for the purpose of this agreement, provided that no such notice is given in any calendar year, the "dry season" for that calendar year will be the period from 1st February to 30th June (both date inclusive) in that calendar year.
- Wet Season means all times during any calendar year other than dry season.
- The Guarantee amount for dry season and wet season shall be prorated basis for the first calendar year and last calendar year of the contract term.

5.2 Guaranteed Electric Energy Production for Dry and Wet Season

EPGE divided the year as dry season and wet season, and the Company shall produce, on behalf of EPGE, the energy guarantee amount described in Table 5.1. The Guaranteed Electric Energy shall be specified as "Guaranteed Electrical Energy for Project Term" for each period. Take or pay amount shall be considered for dry season and wet season separately.

5.3 Energy Settlement and Guaranteed Off-Take Energy Settlement

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the Company shall charge EPGE and EPGE shall pay the Company energy rental payments as follows:
Monthly Payment:
Energy Settlement = A * T

A = Actual Delivery Electrical Energy to EPGE System (MWh)
T = Tariff (Energy payment) shall be 26.4184 (USD per MWh)

The above tariff is inclusive of 2.5% withholding tax and 5% commercial tax. In the event that withholding tax and/or commercial tax on energy payment are exempted or changed, tariff shall be adjusted accordingly.
If withholding tax is applicable, EPGE shall deduct withholding tax and make payment to the tax authority on behalf of the Company . EPGE shall provide the copy of documentation evidencing that the payment of withholding tax in relation to each energy payment invoice has been made to the tax authority to the Company as soon as practicable.
If commercial tax is applicable, the Company make payment to the tax authority and shall provide the copy of documentation evidencing that the payment of commercial tax in relation to each energy payment invoice has been made to the tax authority to EPGE as soon as practicable.

"take or pay" Settlement:

Provided the Monthly Payment had been fulfilled, at the end of dry season and wet season within 14 days, the Company and EPGE shall hold a meeting to settle the generation and payment in the following methods.
If A ≥ G, EPGE takes and the Company dispatch electrical energy actually delivery to the system is more than the guaranteed electrical energy amount, there has not any shortfall for both Parties and any other take or pay is not occurred.

If G-A > 0, EPGE take and the Company dispatch electrical energy actually delivery to the system is less than guaranteed electrical energy volume, and the payment shall be calculated and paid as follows:

- $(G - A - D_{Company}) * T$

G = guaranteed electrical energy volume (kWh)
$D_{Company}$ = the Company fails to delivery such electrical energy generation to EPGE due to the forced outage of generation equipment that is solely attributable to the Company's default (kWh), which is calculated as: default hours * (Guaranteed Amount for dry or wet season / dry or wet season calendar hour)
A = Actual Delivery Electrical Energy to the System (kWh)

If result of above equation is positive, EPGE shall pay above amount to the Company. For the force outage of the Company that is solely attributable to the Company's default ($D_{Company}$), and the Company shall pay the liquidated damages to EPGE as follows:
In dry seasons, the liquidated damages shall be one hundred percent (100%) of the shortfall amount of the energy generation (100% x $D_{Company}$ x Tariff).
In wet seasons, the liquidated damages shall be Ten percent (10%) of the shortfall amount of the energy generation (10% x $D_{Company}$ x Tariff).
Annually settlement:
If the Actual Delivery Electrical Energy to EPGE System (MWh) exceeds the Guaranteed Amount for each season specified in table 5.1 above, EPGE shall purchase such exceeding generation unit with the tariff (energy payment) of 2.64184 cent/kWh.

Annex 6

After Delivery Services

The Company shall, by itself and/or through a qualified contractor, assist EPGE by providing the following services (collectively, the "After Delivery Services"):

(a) construction, installation, commissioning, operation and maintenance of the Gas Engines;

(b) carry out the civil engineering works, and to design and construct the foundation and Control Room to install and run the Gas Engines;

(c) carrying out all the matters relating to acquisition of lubricant/battery/ water supply for cooling system/minor repairs/major repairs, maintenance and cleaning with effect from the Commercial Operation Date;

(d) administration of the Lessor Personnel according to applicable labour laws;

(e) subject to Annex 2 and Annex 4, Lessor Personnel under the control of the Company shall, assist EPGE to run the Gas Engines and generate the guaranteed electric power supply twenty-four (24) hours continuously in accordance with the Dispatch Procedures in Annex 3

(f) synchronizing the Gas Engines to provide for Parallel Base load Operation simultaneously to generate power through Lessor Personnel.

Annex 7

Lessor of Gas Engines' Designated Bank Account

Bank Name : UOB Yangon Branch (SWIFT code : UOVBMMMY)

Bank Address : Unit #12-01/02/03,Level 12, Junction City Tower, Corner of
Bogyoke Aung San Road and 27th Street,
Pabedan Township, Yangon, Myanmar.

Phone No. : (95) 1 9253774 Ext 103

Account Name : Vpower Myanmar Limited (Yangon Branch)

Account No. : 102-300-185-9 (MMK)

17 Dec, 2018

Managing Director
Electric Power Generation Enterprise
Office Building No.27
Naypyitaw

Subject: 90MW Gas Engines Power Plant for Myingyan- bank account for payment

Dear Sirs,

VPower Myanmar Limited is a wholly owned subsidiary of VPower Holdings Limited and we agreed to EPGE to send payment to the following designated VPower Myanmar account.

Bank Name	: UOB Yangon Branch (SWIFT code : UOVBMMMY)
Bank Address	: Unit #12-01/02/03, Level 12, Junction City Tower, Corner of Bogyoke Aung San Road and 27th Street, Pabedan Township, Yangon, Myanmar.
Phone No.	: (95) 1 9253774 Ext 103
Account Name	: Vpower Myanmar Limited (Yangon Branch)
Account No.	: 102-300-185-9 (MMK)

Your Faithfully
For and on behalf of
VPower Holdings Ltd

Oscar NG
Senior Regional Business Manager

VPOWER HOLDINGS LIMITED

#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95(01) 9255 048
e-mail: info@vpower.com

Annex 8

Guaranteed Technical Parameters for Power Plant

VPOWER GROUP

EXHIBIT 5

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EXHIBIT 5: TECHNICAL DATA AND SUBMITTTALS

Technical Proposal for Rental Service **Form 1**

SR	Description		Offer
1	Installed capacity MW-(No. of Unit x MW/Unit)		93.6MW (60 Units x 1.560MW/Unit)
2	Net guarantee output MW- (No. of Unit x MW/Unit) at site condition		90MW (58 Units x 1.560MW/Unit)
3	Generator output voltage (V)		400V
4	Net efficient (%) (plant overall)	50% load	42.7%
		100% load	42.7%
	Net guarantee heat rate (Btu/kwh) (plant overall) (at any site condition based on higher heating value)	50% load	9200 btu/kwhr
		100% load	9200 btu/kwhr
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh) * gas price (USD/MMBtu)/10,000	50% load	US8.67 cent/kwhr
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh)*gas price (USD/MMBtu)/10,000	100% load	US 8.67 cent /kwhr
	Fuel consumption based on high heating value	50% load	9.8175 MMCFD
		100% load	19.6350 MMCFD
	KWh/MMBtu @ high heating value (plant overall) at any site condition	50% load	108.70
		100% load	108.70
5	Number of total running unit		58 Units
6	Number of reserved unit/machine model		2 Units/ MTU 16V4000GS PPU1560OR32
7	Maker @ Country of origin		MTU OEG @ German
8	Land requirement for power plant and new switchbay		33,750m2 Details refer to our EXH5-04 & EXH5-10
9	Site layout plan		Details refer to our EXH5-04 & EXH5-10
10	Construction period (After issuing the letter of agreement)		Details refer to our EXH5-07
11	COD (After issuing the letter of agreement)		256 days
12	Proposal for required new switchbay and transmission line facility		Details refer to EXH5-05 & EXH5-10
13	Proposal for required new gas supply infrastructure		Details refer to EXH5-06 & EXH5-10

EXHIBIT 5

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14	Required gas pressure of power plant	Gen-set entrance: 0.18 – 0.25 bar Recommend the entrance at Plant: 6 inches pipe by 33bar
15	Transformer voltage ratio, capacity, vector group, maker and country of origin (for low voltage side)	0.4/33 kV, 3.6 MVA x 30 Nos, YNd5, Pearl or Equivalent China.
16	Transformer voltage ratio, capacity, vector group, maker and country of origin (for high voltage side)	33/132KV, 18.75MVA single phase x 6 Nos, YNd11, OLTC, Pearl or Equivalent China.
17	Maker & Country of origin for switchgear (for low voltage side)	VPower, China / Singapore
18	Maker & Country of origin for switchgear (for high voltage side)	ABB / Eaton, China
19	Island mode	Can operate in both Island Mode and Grid Mode separately. Need to closely work with dispatch center of EPGE for Island mode.

Gas price shall be assumed as 9.4272(USD/MMBtu) to calculate the fuel cost(USD/kWh).

Remarks:

Gas composition refer to Bidder's Invitation for Bid attachment 1, High Heating Value 1012.18 btu/cf.

Signature

VPOWER HOLDINGS LTD. VPOWER

Authorized Person: Ng Wing Fai Oscar

Position: Senior Regional Business Manager (Asia)

VPower Holdings Ltd.

Annex 9

Capability Comply with Regulation of Health and Safety

VPOWER GROUP

EPGE G 01/2017-2018

[90] MW Rental Power Project

TENDER

TENDER DOCUMENT

EXHIBIT 9 - 01

Health & Safety MANAGEMENT PLAN PRELIMINARY

SUBJECT :	**Health & Safety Management Plan Preliminary**
Doc. No. :	EXH9-01
Project Reference :	TBA
Reference Drawings and/or Data :	As attached

Issue	Descriptions	Date	Prepared By	Checked By	Approved By
A	Issued for Tender	05/02/2018	SBI	NWO	

CONTENTS

1 OVERVIEW

1.1 PURPOSE AND SCOPE

This Project Health & Safety Management Plan outlines the Health and Safety aspects of all Company and its Sub-Contractor/Vendor activities.

1.2 SCOPE OF WORK

EPC for the Ma'aden Mansourah Massarah Gold Project Power Plant.

2 REFERENCE

2.1 POLICIES, PROCEDURES AND DOCUMENT

Company is committed to achieving high standards of environmental health and to providing a safe and healthy workplace for our employees and Sub-Contractors.

We will comply with all applicable regulatory requirements as a minimum and implement programs and process to achieve greater protection, where appropriate. We will work with stakeholders to develop responsible laws, regulations and innovative programs that provide safeguards for the community, the workplace and the environment while providing flexibility to meet the needs of our business.

2.2 HEALTH & SAFETY PRACTICES SCOPE AND PURPOSE

The aim of this Project Health, Safety and Environmental (Health & Safety) Management Plan is to provide a reference guide to the Health & Safety management strategies and processes that will be adopted by Contractor during the life of this Project. This Management Plan specifies the management practices and procedures to be followed to enable the Project Team to successfully complete the Project injury free and without environmental incident.

The Project Team are responsible to ensure that they are fully conversant with the Health & Safety management systems as defined in this plan, and to comply with them throughout the project. The Project Manager will review the performance of the Health & Safety system and where necessary, modify procedures and practices safe working methods that eliminate or reduce exposure to unwanted injury or events.

This Health & Safety Management Plan is applicable to all personnel working on this Project, including all Sub Contractors and visitors.

We seek a healthy and safe workplace, free of occupational injury and illness. We emphasize individual responsibility for safety by all employees and at all levels of management. We expect employees to report potential safety hazards and issues and be involved in implementing solutions. We will not conduct any operation without adequate safeguards. To maintain a safe work environment, employees are prohibited from processing or using illegal drugs on project premises or reporting to work under the influence of illegal drugs or alcohol.

We will be responsible members of the communities in which we live and work. We will continue to expand our knowledge and understanding of the effects of our operations on safety, health and environment. We are committed both to continuous improvement in our operations and sharing the knowledge that we gain with our employees, COMPANY, the communities in which we live and work, the scientific community, government and industry.

We will establish and maintain appropriate controls, including periodic review, to ensure that this policy is being followed.

Other documents shall be read in conjunction with the following

- Client Health & Safety Requirements
- Health & Safety Requirements
- Company Health & Safety Management Standard
- Company Hazard identification and Risk Assessment – Control
- Company Environmental Management
- Company Contractor Management
- Company Accident – Incident Management
- Company Job Safety Analysis
- Project Field Site Induction
- Project Emergency Response Plan
- Company Health & Safety Work Instruction

2.3 DEFINITION AND ABBREVIATION

ALARP	:	As Low As Reasonably Practicable.
ASA	:	Advance Safety Audit
ASAP	:	As Soon As Possible
AS/NZS/ISO	:	Australian Standard/New Zealand Standard/International Standard.
Audit	:	A systematic and independent examination or review of all or part of a Project or operation to determine whether activities and related results comply with COMPANY established systems, and whether these systems have been implemented effectively and are suitable to achieve the Project Health & Safety objectives.
Client	:	Ma'aden Mansourah Massarah Gold Project Power Plant
Competent Person	:	A person who has acquired through training, qualification, or experience, or a combination of these, the knowledge and skills, qualifying that person to perform specified tasks
	:	Pacific Pty Ltd.
Environment	:	Surroundings in which an organization operates, including air, water, land and natural resources, flora, fauna, humans and their interrelation.
EPC	:	Engineering, Procurement, and Construction
Contractor	:	VPower
FAI	:	First Aid Injury
CRC	:	Chemical Resistant Clothing
Hazard	:	Any agent, source or situation with the potential to cause injury, damage, loss or adverse environmental impact.
HAZOB	:	HAZard OBservation report.
HAZID	:	HAZard Identification.
HAZOP	:	HAZard and OPerability study.
HE	:	Heavy Equipment
Health & Safety	:	Health Safety and Environment.
Health & SafetyMP	:	Health, Safety and Environmental Management Plan.
Health & SafetyMS	:	Health, Safety & Environment Management System.
HR	:	Human Resources

Impact	: Any adverse change to a procedure, process, operation or the environment wholly or partially resulting from the activities, products or services of the COMPANY or others.
Incident	: An event or situation which results in damage or has the potential to cause injury or illness, financial loss or liability or environmental impact.
Injury	: Means any injury or medical condition sustained by any person in the workplace that requires or may require first aid or medical treatment.
Job Safety Analysis	: An analysis of the tasks or activities undertaken in a job or process to ensure any risk associated are identified and controlled.
KPI	: Key Performance Indicator.
LTI	: Lost Time Injury.
LV	: Light Vehicle
Monitor	: To check, supervise, observe, or record the progress of an activity, action or system in such a manner to assess compliance or identify change.
MSDS	: Material Safety Data Sheet
MTI	: Medical Treatment Injury.
PMP	: Project Management Plan.
PPE	: Personal Protective Equipment
RDI	: Restricted Duties Injury
Reportable Injuries	: Includes the following injury classifications: lost time, restricted duties and medical treatment injuries.
Risk Assessment	: An evaluation of the potential of something happening during a work process that shall have an impact upon objectives. It is measured in terms of consequences and likelihood.
Risk Management	: The systematic application of management policies, procedures and practices to the tasks of identifying associated risk through analyzing, assessing, treating and monitoring work processes or activities.
Safety	: A state in which the risk of harm (to persons) or damage is limited to an acceptable level.
SLA	: Safety Layer Audit
SWA	: Stop Work Authority
SWO	: Safe Work Observation

3 HEALTH & SAFETY MANAGEMENT SYSTEM

3.1 PROJECT HEALTH & SAFETY OBJECTIVE AND TARGET

Zero Accidents is the overall target of the COMPANY and the Contractor of this project. The Zero Accidents target performance brings value and most importantly personnel security and safety to all project personnel.

Contractor is committed to implement a strong Safety (Health & Safety) management system. In addition, we will develop preventive actions for any possibility which may harm people, damage property, work tools / equipment or the environment. To fulfil this commitment, Contractor will provide and maintain its work environment and will always implement safe working practices, safe working conditions and will always give full efforts to minimize any possible hazard, by stating the following achievement general targets :

a) Zero Fatality and LTI;
b) 100% Project Induction to employees, Sub Contractors/Vendors, and Visitors;
c) 95% Basic Safety awareness to employees and Sub Contractors/vendors;
d) 95% Weekly Toolbox meeting for Project Management and
   95% Daily Pre-Work Briefing for EPC Contractor/ Sub Contractors as a minimum, attended by at least 80% of the relevant employees;
   Tool box meetings are subjected to periodical safety performance review, work target, and Safety Talk for key matters;
e) 90% Daily Safe Work Observation (SWO) done by Sub Constructor Supervisor or work group leader as a minimum to ensure safe condition before, during and after daily work;
f) Mandatory JSA development and approval for all work activities;
g) 95% VEM (Vehicle, Equipment, Machinery/electrical tool) inspection done as a minimum;
h) Weekly Safety Observation and Inspection by Project Management Team (Supervisors & Projects Engineers as a minimum)
i) As a minimum, one (1) Health & Safety Audit per three (3) months periods by Corporate Health & Safety Project Management team;
j) As a minimum, 1 (one) Corporate Senior Management visit to project site per three (3) months period;
k) To support Behaviour Based Safety program by submitting as a minimum, four (4) SWO reports/month by Contractor's Engineer level & higher, and four (4) reports/month by non-Supervisory employees including sub-Contractor's employees;
l) At the end of the project, as a minimum, to close-out 95% of SWO reports, findings of Health & Safety Inspections & Audits, corrective actions & recommendations proposed by the incident investigation teams & any other Health & Safety related issues. The findings should be closed out within 2 weeks periods from when those are raised.
m) To report any incidents & injuries and near miss cases no matter how slight they may appear;
n) To ensure that systems are in place which identify, assess and eliminate or control project health and safety risks to as low as reasonably practical (ALARP).

3.2 PROJECT MANAGEMENT ORGANIZATION CHART AND RESPONSIBILITIES

The Project Management Team shall provide strong visible leadership and commitment, and ensure that their commitment is translated into necessary resources to develop, operate and maintain the project Health & Safety management system and to attain the policies and objectives.

The basic commitments of the Project Management Team are as follow:

1. Set up Project Safety Committee meeting to be attended by participants including Company Project Site Management, Safety Coordinator, Contractor(s) and COMPANY representative(s);
2. Developing a recognition system based on leading and lagging indicators, suggestion systems etc. to reinforce project personnel safe behaviour and value Health & Safety initiatives.
3. Ensuring Health & Safety accountabilities, expected safe Health & Safety behaviour and consequences are communicated during the induction process
4. Ensuring that project employees understand that they have the right to stop work where risk controls are not in place to manage identified hazards.
5. Ensuring that management team decisions and practices are consistent with the stated policies and Project's Health & Safety objectives.
6. Undertaking a risk management approach for all Project Health & Safety issues.
7. Participating in Hazard Identification studies and Job Safety Analysis development.
8. Ensuring that the project workforce use adequate and correct PPE.

9. Ensuring that all incidents are reported and investigated.
10. Conducting site inspection and audits.
11. Ensuring all PMT members can demonstrate that Project Health & Safety performance is reviewed and corrective actions are taken to correct poor performance and ensure a continuous improvement process.
12. Identifying, planning and implementing opportunities for continuous improvement.

For overall detail project organisation chart, see **Attachment 1**. The Health & Safety responsibility and authority of the PMT key persons is described as follows:

3.2.1 PROJECT MANAGER

Project Manager is responsible for ensuring that project specific Health & Safety objectives and Health & Safety management plans are developed and implemented in conjunction with project safety personnel.

In general the Project Manager shall:

a) Set a good personal example,
b) Equip project workforce with the knowledge, skills, systems and resources to mitigate exposure to hazards,
c) Ensure appropriate Health & Safety standards and best practice principles are developed,
d) Attending regular Project Safety Committee meetings as per schedule,
e) Establish Health & Safety Objectives and Performance targets for the Project
f) Ensure adequate safety resource provision
g) Review and close-out incident, injury and investigation reports
h) Monitor Health & Safety performance for conformance to the Project Health & SafetyMP (this document)
i) Monitor the corrective action completion program through regular inspection on site.
j) Provide recognition to teams achieving excellent Health & Safety performance

In addition, Project Managers Team is responsible for:

a) Promotion of Site and Health & Safety objectives and sustaining the Health & Safety operating philosophy and functions as an integral component of the project activities,
b) Health and safety of all personnel for whom he has responsibility,
c) Initiating prompt action to prevent conditions or events developing that can result in an incident occurrence or recurrence,
d) Provide statutory reporting or information required by government.

Conveying his Health & Safety commitment to all Project Management Team including Sub-Contractors.

3.2.2 PROJECT CONSTRUCTION MANAGER, ENGINEERS, SURVEYORS AND SUPERVISORS

Project Construction Manager, Project Engineers, Surveyor and Supervisors are responsible for the support and implementation of the Health & Safety Management Plan for their relevant levels and locations. They should also assist the Project Manager to ensure compliance of relevant Health & Safety regulation.

In general all Project Construction Manager, Superintendents and Supervisors are responsible for:

a) Set a good personal example,
b) Plan and maintain safe and tidy working areas,
c) Promote of Site and Health & Safety visions and sustaining the Health & Safety operating philosophy and functions as an integral component of their activities,
d) Be responsible for the health and safety of all personnel reporting to them or for whom they have responsibility.
e) Give clear instructions to the employees working for them on their responsibilities for proper working methods and ensuring that the employees do not take unnecessary risks,
f) Attend the Project Safety Committee meetings as required and project safety meetings,
g) Be involved in incident investigations and involved in determining the cause of any incident or near-miss cases, recommend means to prevent recurrence and close-out of investigation recommendations which are under their responsibility in a timely manner,
h) Be involved in promoting awareness of injury prevention and damage control to all project employees especially those working for them,
i) Initiate prompt action to prevent conditions or events developing that can result in an incident occurrence or recurrence,
j) Ensure all materials, tools and equipment being purchased or hired are suitable with relevant safety requirements / certifications,
k) Ensure that all plant operators and maintenance personnel, including Sub Sub Contractors personnel are only employed for that which they have been trained,
l) Ensuring the Procedures and Risk Management Systems are in place and available at appropriate working areas,
m) Arrange delivery and stacking of materials to avoid risks of double handling; position plant effectively; ensure that the power supply is safely installed and maintained without endangering employees or equipment.

3.2.3 HEALTH & SAFETY MANAGER

The Jakarta based Health & Safety Manager is responsible for the ongoing development and improvement of the Health & Safety Management System, the monitoring of its effectiveness, and providing specialist advice on Health & Safety issues. In general Health & Safety Manager shall;

a) Set a good personal example,
b) Provide information on Health & Safety implementation, program and performance for other departments and projects,
c) Coordinate the development of project Health & Safety Management Plan, Project Emergency Response Plan and other project Health & Safety documents as required for the works,
d) Ensure that Crisis Management Plan is well implemented and Jakarta Office Emergency Response Plan is implemented and updated,
e) Provide technical advice into all areas on Health & Safety matters and ensure compliance with applicable Health & Safety legislation, standards and Codes of Practice,
f) Provide summary of Health & Safety monthly report to COMPANY Project Manager,
g) Co-ordinate and, where applicable, present Health & Safety training programs,
h) Ensure maintenance of Health & Safety performance records and undertake trend analysis as required,
i) Schedule and conduct Health & Safety audits,

j) Advise and assist in generating a strong and supportive Health & Safety culture and promoting participation of project staff, Sub Contractors and vendors.

3.2.4 PROJECT SAFETY COORDINATOR

Safety Coordinator is responsible for the ongoing development and improvement of the Health & SafetyMP (this document), the monitoring of its effectiveness, and providing specialist advice on Health & Safety issues. In general Project Safety Coordinator shall;

a) Set a good personal example,
b) Set actions in place to achieve the Health & Safety Project Objective & Target,
c) Provide technical advice to project management on Health & Safety matters and ensure project wide compliance with applicable Health & Safety legislation, standards and Codes of Practice,
d) Co-ordinate and, where applicable, present specific project Health & Safety training programs,
e) Establish Project Safety Committee, prepare for and lead regular meetings,
f) Determine the cause of any incident or near-miss cases and recommend means to prevent recurrence,
g) Promote awareness of injury prevention and damage control to all levels personnel,
h) Report project Health & Safety statistics and information to PMT,
i) Prepare and distribute Health & Safety Alerts and information,
j) Coordinate the preparation and revision of the Project Health & SafetyMP (this document),
k) Expand this document if required follow to construction work changes and update,
l) Schedule and conduct Health & Safety audits in association with the Project Construction Manager, Engineer and/or Supervisors to observe if there are any unsafe methods used in the working areas, and if any incompliance with safety regulations occurs,
m) Advise and assist project management in generating a strong and supportive safety culture and promoting participation of all personnel and Sub-Contractors,
n) Coordinate the injury management process through consultation with the project Site Administrator.

3.2.5 ALL EMPLOYEES

All project employees have a responsibility to work safely, prevent pollution and to comply with COMPANY and Contractor Health & Safety policies and to develop and implement safe working procedures and risk control measures for the project. In general all employees shall:

a) Take reasonable care for their own safety and health and ensure their actions do not adversely affect the safety of co-workers, plant and equipment,
b) Commit to achieving of the Project Health & Safety objectives, and actively participate in improvement processes,
c) Attend project safety meetings as required,
d) Operate and maintain plant and equipment within recommended design or operational limits,
e) Correctly use safety devices and appropriate PPE while within work area,
f) Communicate to the PMT via established systems any Health & Safety situation, hazard, incident or injury arising in the course of, or in connection with, a person's work,
g) Comply with all reasonable lawful Health & Safety instructions,

h) Understand that they have the right to stop work where risk controls are not in place to effectively manage identified hazards

4 TRAINING & COMPETENCY

4.1 RECRUITMENT

Contractor provides competency standards for the PMT as well as employees, and require personnel from Contractor, Sub-contractor/Vendors personnel to perform assigned competency assessment testing. If required, additional training shall be provided or requested of Sub Contractors and vendors. Personnel are required to pass a pre-employment medical as a pre-requisite to an offer of employment.

All personnel performing activities on the project that require licenses or certificates of competency shall submit a copy of their current license or competency certificates to the HR Representative or the PMT to be held in the person's file at site. All persons operating vehicles on site shall possess a current Statutory Authorities driver license applicable to that vehicle. In addition a competency and skill licence is required to operate vehicles on the project site. This license may be issued by the COMPANY or the PMT.

Since safe rigging, lifting and scaffolding are very important to ensure safe construction and installation works of the project, all riggers, crane operators, and signal-man and scaffolding crews shall be assessed to ensure they are competent to undertake these roles. Contractor may contact a third party training provider or consultant to perform competency assessment. Only those who pass the competency assessment will be approved to undertake these roles at site.

4.2 PRE-EMPLOYMENT MEDICAL

All prospective employees and prospective employees of Contractor and Sub-Sub Sub Contractors shall be required to undergo a pre-employment medical prior to commencing work for the Project. The purpose of the pre-employment medical shall be to:

a) Establish a baseline of health status.
b) Ensure any known health conditions can be monitored.
c) Ensure persons are placed in positions suitable to their mental and physical abilities.

An approved medical practitioner will perform the pre-employment medical examinations and issue a report to the HR Officer. For Sub Contractors and Sub-contractor's employees, examination results shall be submitted to Health & Safety Site Coordinator. For confidentiality purposes, these records are kept within the Project HR Department.

4.3 INDUCTION

4.3.1 HEALTH & SAFETY INDUCTION

All Company, JO and Sub Contractor/vendors employees shall receive a site induction prior to commencing work. This induction includes, but is not limited to;

a) Project Overview
b) Site Health & Safety Policies and regulations
c) Specific Project Hazard & Risks
d) Project Health & Safety Policies, Objectives and Targets
e) Responsibilities and Accountability of the Project Management Team (PMT)

f) Legislation, Standards and Codes of Practice applicable to the Project
g) Risk Management – hazard reporting, Safe Work Observation (SWO) reporting program, JSA, Stop Work Authority, environmental impacts and lesson learnt. The significant Health & Safety hazards and impacts on this project and requirements and their associated activities are assessed through HAZID review and work-up with COMPANY and Contractor Team area to establish HAZOP, method statements, Job Safety Analysis (JSA) and procedures.
h) Health & Safety Meetings, Toolbox Meetings and Pre-Start Briefings
i) Workplace Inspections and Audit Programs
j) Incident reporting and investigation requirements
k) Permit system (see section 5.1.9)
l) Emergency Response Procedures

The Project Safety Coordinator shall conduct the site induction and maintain a record of the attendants. Elements of the induction will be reinforced at toolbox meetings to maintain currency and knowledge.

The Induction process shall be linked to the ID card issuing process. Following the induction process, attendants are required to sign an agreement to commit to follow Health & Safety Project Rules & Regulation.

4.3.2 VISITORS MANAGEMENT

All Company, JO, Sub Contractors, and Vendors persons visiting the Project site shall not enter the site without having completed Site & Construction area Visitors Induction session. The induction may be conduct in Contractor offices either in Jakarta or at a Project site office upon their arrival. In addition, all short-term visitors will be required to remain in the COMPANY of an inducted nominated project representative whilst on site.

The Following Procedures Strictly Apply For Visitor Tours of the Project Site:

a) All tours are to be conducted by a person familiar with the site, and who holds a current site induction ID permit, (as applicable)
b) Tours can only be taken during day shift hours,
c) Only approved site vehicles are to be used,
d) Visitors may only leave the tour vehicle in areas remote from operating machinery (observe min. 100 meters clearance regulations),
e) Visitors are not permitted to climb on, or board, mobile equipment.

4.3.3 TRAINING

Training and education to define roles and responsibilities and to prepare personnel to fulfill these roles are essential to the success of the Health & Safety Management System.

CONTRACTOR will provide appropriate training. CONTRACTOR will also identify the need for training through training needs analysis and the use of a training matrix. Training forums include:

a) Inductions;
b) Job Start Meetings;
c) Toolbox Meetings;
d) On The Job training;
e) In-House training/workshops; and,

f) External training (if required)

Project specific Health & Safety training shall be conducted at various times throughout the Project.

CONTRACTOR Health & Safety training & competency standards recognize ongoing benefits that are achieved through use of routine toolbox discussions, and other consultative meetings as a forum for developing Health & Safety awareness and positive behaviours.

Site Health & Safety personnel will instruct all personnel including Sub Contractors. Summary report of the training shall be submitted to Health & Safety Project Management for Sub Contractors safety awareness and behaviour level.

Typically CONTRACTOR Health & Safety team will also utilize periods of adverse weather or other down time on site to conduct directly, or have Sub Contractors conduct Health & Safety training sessions. The training may include:

a) Isolation & tagging,
b) Working at height,
c) Confined space work,
d) Chemical hazard and Hazardous Substance awareness,
e) First Aid and Emergency Training,
f) Fire Fighting,
g) Incident and Injury Reporting and Investigation,
h) Fitness for Work,
i) Refresher training in emergency response procedures,
j) The issues and methods of risk management,
k) The correct use of safety equipment e.g. safety harnesses,
l) Revised or new safe work procedures e.g. permits, confined space, heat stress, traffic control, and
m) On-site refresher and skills-enhancement courses for crane operators, riggers, signal-men, welders etc.

5 RISK MANAGEMENT

5.1 HAZARD IDENTIFICATION AND RISK ASSESSMENT

5.1.1 CONSTRUCTION HAZARD IDENTIFICATION REVIEW (HAZID)

Prior to project commencement, EPC Contractor and Sub-Contractors will arrange to conduct an internal HAZID review meeting to be attended by all relevant personnel. The scope of a HAZID Review must be clearly defined. The scope for HAZID sessions may be as broad as the entire project, or focused as a single scope of works (e.g. earthworks, construction, commissioning, etc.), activity, task or operation.

The Project Engineer and Sub-Contractors are responsible for incorporation of the outcomes of the review into relevant project Method Statements, JSA's and Procedures. The Project Health & Safety Coordinator shall record any significant identified hazards in the project Hazard Register.

Actions to reduce the risks to As Low As Reasonably Practicable (ALARP) shall be implemented, followed up and closed out in a timely manner.

The impacts assessed will include those potentially arising from emergency events. Actions required to minimize impacts from such events shall be included in the ERP

5.1.2 STOP WORK AUTHORITY

Stop Work Authority (SWA) establishes responsibility and authority of any individual to stop work when an unsafe condition or act could result in an undesirable event. In general terms, the SWA process involves a stop, notify, correct, and resume approach for the resolution.

Sub-Contractors have the same responsibility and authority as COMPANY employees to stop work when an imminent hazard to persons, property or the environment is identified. In addition, Sub Contractors shall immediately notify a COMPANY representative that work has stopped, the reasons for stopping the work, work with the COMPANY representative to resolve any issues, and reach consensus to resume work. Appropriate measures shall be taken to reduce the risk of imminent hazard and coordinate efforts with the COMPANY representative to mitigate the potential for recurrence.

5.1.3 SAFE WORK OBSERVATION (SWO)

SWO is a tool of risk control by identifying, reporting and correcting ASAP observed and checked work readiness to perform, periodically undertaken during work and after work as necessary. Field Supervisors are responsible to conduct these observations day by day should identify newly hazards which are not registered yet into their own JSA for unsafe acts and/or unsafe conditions. All workers on the project are encouraged to report hazards to their superior so that corrective action can be taken ASAP.

The project uses the hazard observation process to ensure hazards can be quickly and easily reported and corrective action followed up.

Project will provide the SWO form to be used to report the identified hazards. Project Safety Supervisor will register the hazards and monitor the follow up.

5.1.4 HAZARD REPORTING

Sub-Contractors and Sub-Contractor shall be encouraged to report all hazards, regardless of their potential severity using the SWO reporting form to their Superior for assessment and action. A copy shall be issued to the Project Safety Supervisor/Officer for entry onto the Hazard Register. This report may be upgraded to an incident following the assessment it appropriate.

5.1.5 JOBS SAFETY ANALYSIS

JSA's shall be used throughout the Project to identify hazards and develop ways to effectively manage them. JSA's shall be conducted on all major or nominated activities detailed in the Project procedures, and on non-routine or potentially hazardous activities identified on the job. Prior to performing those activities, the relevant Supervisor including Sub-Contractor's Supervisor shall explain the JSA to his workforce and ensure that they understand the hazards and the control measures.

A JSA is generated by each Contractor prior to commencement of work as result of site visit, HAZOP, or work method statement designed by them as detailed hazard information for the job to be undertaken. This information can be useful for their field Supervisor to generate more detailed JSA's as well as daily work plans. This document shall be reviewed by COMPANY's Health & Safety Representative, and then socialized to their team member to ensure they understand. A JSA is considered as a live update document that can be revised based on the risk level, work environment and work scope changes.

5.1.6 RISK CONTROL

In order to achieve the project Health & Safety objectives and targets, reduce risks to ALARP and achieve compliance to Contract requirements (refer to Tender Document Section D – Health & Safety STANDARD REQUIREMENT) and those developed as part of the HAZID workshop shall be implemented.

The "code of practices" of works performed in the Tujuh Bukit Dump Leach Gold project should also be communicated to project employees and implemented as tools to control risks and prevent incidents.

5.1.7 HEALTH & SAFETY PROGRAM & SCHEDULING

The Project Manager shall ensure the works are sequenced and programmed in such a manner as to give due consideration to OHS issues and to minimize risk. In programming the works, the time-frame and target requirements of OHS planning issues and the activities to be undertaken in reviewing the strategies and implementing control actions are to be included.

5.1.8 STANDARD OPERATING PROCEDURE

Routine jobs shall be written into procedure and maintained for the control of activities that have potentially significant OHS risks. These shall include all OHS requirements for the activities to be followed by the Supervisor and relevant crews. Where – for example an activity forms part of a construction process covered by a EPC Contractor or Sub Contractors method statement, the relevant procedure(s) shall be referenced from, or form an attachment to the Method Statement.

5.1.9 PERMIT TO WORKS

[to be reviewed to suit COMPANY requirement]

To ensure an adequate level of safety for all personnel working on, or within a recognised hazardous area, and as required by Site Management, a JSA of proposed work activities shall be attached when requesting permit to work.

The objectives of the Permit System (see attachment-5 for detail permit issuing flowchart) shall include, but are not limited to ensuring:

a) A safe system of work and precautions are in place and implemented.
b) The Proper authorization is obtained for all works to be performed.
c) Substances, which endanger personnel and/or the environment, are isolated.
d) Potential hazards are identified and precautions necessary to minimize any risks are implemented.

In addition,

a) A permit work is required for all construction tasks.
b) A Work Permit request shall be submitted complete with the relevant JSA, wings and daily work plan.
c) A valid Work Permit(s) from Project Management Team should be obtained prior to starting either hot or cold works and the original copies shall be kept or posted in the work area.
d) All safety precautions noted in writing by the Site Management authorized person shall be implemented and complied with.
e) Any changes in method submitted within a permit shall be reviewed and JSA's re-submitted for approval to the COMPANY representative or/and Site authorized person.
f) Specific work permit for other hazardous areas including confined spaces, hot work, and high voltage must be prepared separately.

5.1.10 MOBILE PLANT, VEHICLES AND EQUIPMENT

[to be reviewed to suit COMPANY requirement]

Prior to the purchase or hire of any plant or equipment for the project, that may be hazardous to personnel or the environment, the person requesting the item shall review the item with the Project Safety Coordinator to ensure the suitability of the equipment.

All persons riding in mobile vehicles shall wear seat belts where these are fitted. Vehicles shall only carry as many passengers as there are seat belts.

Only approved vehicles issued with an authorization permit shall be allowed on site. Driver and operator shall be assessed as competent personnel and certified for driving.

General regulation for operating as following:

MOBILE PLANT

a) Mobile plant must have **"Drive through Parking"** whenever possible. If not, "Reverse Parking" will used, unless otherwise designated.

b) When reverse parking, the following steps are to be implemented:
- Ensure that the parking area is clear, accessible & safe,
- **Sound horn 3 times & wait 5 seconds** before reversing,
- Check the mirrors constantly and reverse slowly.

c) Do not park mobile plant on a ramp unless broken down. In this case:
- Safety cones must be placed in front and rear of plant.
- The front wheels must be turned, so that if the plant rolls it will only move a short distance before stopping against a safety berm or a ramp wall.
- Place chocks in the front or rear wheels as appropriate.

d) Every reasonable attempt should be made to have the mobile plant removed in a safe and timely manner

LIGHT VEHICLE

a) Permits

i. Any employee needing to drive a LV on the Project Site is required to possess a **Light Vehicle Operations Permit** and a current **Driver's License**

ii. To qualify for a permit, personnel will be required to answer a questionnaire and undertake a driving test within the Project Site, and be judged by the Site Training Supervisor, as competent to operate that particular vehicle

iii. Permits will only be issued by the Site Training Supervisor or a nominated deputy.

iv. Permits are issued in three categories (sticker):
- ✓ **Unrestricted** - for day and night use
- ✓ **Restricted** - for days use only
- ✓ **Temporary** - issued for short term personnel for use in defined areas during daylight hours.

v. Unrestricted permits will only be issued after exposure to night time driving has occurred. LV Permit shall be carried by the driver, while in charge of a light vehicle, and shall be immediately provided for inspection, as and when requested, by an Inspecting Officer. Failure to produce a valid permit shall result in immediate stand-down.

b) Driver's License

A person shall not drive or be employed to be permitted to drive a motor vehicle on the site unless:

i. That person satisfies all project regulations for each access area required.
ii. That person holds a current driver's license for that motor vehicle,
iii. That person has satisfied the Manager or their Supervisor that they are competent to drive that motor vehicle.

c) LV's must be parked in designated areas at work and stand by areas, with a space of reasonable between vehicles.
d) After parking, apply the hand brake, engage the gear box and turn off the engine,
e) The ignition key must be removed from the LV when drivers are more than 30 meters from the LV or in a closer distance but the LV could not be seen directly.
f) When stopping in a working area, ensure the LV could be seen by heavy equipment operators and will not hinder or present hazard to the operation.
g) No person is allowed to drive a light vehicle without a license to operate.
h) Wear your seatbelt at all the times when you are in light vehicles.
i) "Horse play" is prohibited
j) Forward facing seating only
k) No smoking in any vehicles
l) Maximum speed limits are designated specifically in area, as follow
   - Workshop : 15 kph
   - Stores : 20 kph
   - Office : 20 kph
   - Accommodation : 20 kph
   - Site / Mine : 30 kph
m) Following speed limits are to be observed while operating or towing equipment as listed below :
   - Forklifts : 15 kph
   - Welders : 20 kph
   - Lighting Plant : 20 kph
   - Compressors : 20 kph
   - Any Trailers : 20 kph
   - Mobile Cranes : 20 kph
n) Drive at or below speed limits and always consider factors that may affect driving conditions including :
   - Low visibility.
   - Traffic conditions.
   - Weather conditions.
   - Road conditions.
   - Individual driving ability.
o) Fatigued drivers are prohibited to drive.
p) Cargo barriers must fitted in station wagon.
q) Vehicle identification numbers attached to side doors and rear.
r) Reflective tape along the length of the vehicle (both sides).
s) First aid kit; Fire extinguisher minimum 2.4 kg.
t) Operating jack & wheel brace.
u) Approved roll bar protection, Reversing alarm functioning.

v) A flashing amber light, whip aerial & roof mounted tail lights for use in designated areas.

w) Seatbelt must be worn for driver and passengers of LV's; in addition.

i. Reverse parking at all times.
ii. Undertake daily checks & documented weekly inspections.
iii. Travel with flashing beacon & headlights on when on site.
iv. No overtaking of moving earthmoving machinery without confirmed approval from the operator.
v. Maintain safe distance from earthmoving equipment and when traveling behind other vehicles.
vi. Give way to all earthmoving equipment.
vii. Only drive on designated roads and tracks.
viii. Sub-Contractors are required to submit a designated driver application form to the Site Management completed with copies of license details, driver training certificate and vehicle registration.

MOTORBIKE

Dirt bike may be used in off road areas for certain purposes. Only personnel assessed as competent and authorized are permitted to ride this bike.

HEAVY EQUIPMENT

a) When not in use, HE & Support Equipment must be parked in designated areas, and the rear end reversed to a safety berm. Always parking with a space of 5 meters between each unit.

b) HE must enter the workshop perimeter only from designated entrance when they require servicing, repairs or maintenance. After being repaired, the HE must be driven forward out of workshop to the designated go line or the HE parking area.

c) Spotter must be assigned when HE has to be reversed out of the workshop.

5.1.11 TRAFFIC MANAGEMENT

[To be reviewed to suit COMPANY requirement]

Traffic management plan will be followed by operators with all vehicles at the project area and includes how the workforce, material and equipment will be transported to site, vehicle parking, active construction area and other area people and equipment drop off points and flagmen locations.

Road to the access at site shall be prepared during early works using all terrain heavy equipment mobilization from port to construction area.

In certain cases, material or equipment travelling over public or existing roads, a specific logistic study shall be under taken, approved and system implemented prior to trip overland.

5.1.12 CRANE, RIGGING AND LIFTING OPERATION

Procedures shall be utilised that ensure the selection, inspection and maintenance of all slings and lifting gear are in accordance with project requirements.

Only qualified operators, properly trained and competent to operate the type and size of the lifting equipment and who hold the appropriate Crane or Rigging Certification shall be permitted to operate such equipment. Crane operator(s) certificate shall be recognized or issued by the relevant statutory authority.

All critical and approved lifts and multi crane lifts shall have a lift study, lifting plan and JSA's and submitted to the COMPANY prior to works. Lifting gears such as slings, webbing slings, shackles etc. shall have current certification. Any slings, chains or other lifting device showing signs of wear or damage shall be tagged as "Out of Service" and not used. Spreader bars used for lifting shall be designed as per the lifting study and plan, and the welding joints in their structure and pad eyes shall pass inspection by a competent person.

Erection of structural steelwork shall be such that exposures to hazards are minimized. Where it is necessary to work above 1.8 meter, without platforms or hanil, then vertical and horizontal movements shall only be permitted with the use of safety harnesses, lanyards, static lines and/or inertia reels by competent personnel.

General regulation for operating as follows:

a) Lifting shall be provided with lifting plan for hoisting of loads exceeding 5 t; Operations where the total load exceeds 75% of the equipment's capacity; Operations where two or more items of equipment hoist the same item of cargo simultaneously; or load lifting involving complex geometry. This plan shall be developed by authorised personnel (rigging engineer, etc.)
b) Rigging gear shall be inspected prior to use. Defective rigging gear shall be removed immediately from service.
c) Ropes, slings and chains shall be used in accordance with safe usage recommendations of their manufacturers. The ropes, slings, chains, rigging equipment and the accessories shall be inspected prior to use.
d) All heavy lifting gear, including wire rope, strops, fabric lifting slings, shackles and chain blocks shall be new at the start of the contract and externally checked and certified by the equipment providers before arrival on site.
e) Chain blocks and other lifting gear shall have monthly condition assessments carried out by a suitably qualified person employed by the Contractor. Equipment that has been passed as fit for use shall be clearly identified with a colored steel tag. A different color shall be used each month. Any equipment that does not have a current inspection tag shall be removed from gang boxes and shall not be used for any construction and erection work. Each item of lifting equipment shall be logged in a register with its inspection status clearly noted.
f) All safety harnesses and lanyards shall be externally checked and certified by the equipment providers before arrival on site. All safety harnesses shall have monthly condition assessments carried out by a suitably qualified person employed by the Contractor. Each item shall be logged in a register with its inspection status clearly noted.
g) Crane man baskets shall have full certification before use, including any statuary authorized Mines Inspection. (As applicable).
h) The use of knots in slings for any purposes is prohibited.
i) Non-conductive tag lines shall be used to manoeuvre suspended loads at all times. No work shall be undertaken under suspended loads.
j) The safe working load (SWL) should be observed and shall not be exceeded.
k) Chains shall not be subjected to impact loading or jerking.

5.1.13 CONVEYOR BELTS

Particular care must be exercised when working in the vicinity of conveyor belts.

During construction work, installation area considered as restricted area. Only trained personnel shall perform installation, commissioning and maintenance functions. When installation and commissioning are completed, only authorized personnel shall be permitted to start conveyor following inspection, commissioning or other emergency shut-off.

To ensure your own safety around conveyor belts, always observe the following safety rules:

a) Do not allow tools to get near the point of contact of the belt and rollers while the belt is running. Check with your Supervisor.
b) Before working around a stationary belt make sure you **'tag out'** and **'lock out'**, the control switch so no one can start it unexpectedly.
c) Ensure that you do not have **loose or flapping clothing** when working around belts.
d) **NEVER** remove guards from around a running belt and always **replace** guards **before re-starting** a belt or when you have finished your job.
e) Before guards are removed from any conveyor, safety barricades must be in place, to stop access from un-authorized personnel.
f) Working on a moving belt is not to be undertaken under any circumstances. Personnel participating in this practice will be immediately dismissed. Always report any irregularities you notice around a belt - i.e.
    - Signs of heating
    - Undue spillage
    - Noisy or broken rollers
    - Belt not running to line
    - Excessive spillage of lubricant
    - Any other change from normal operation or appearance
g) Remember your **Isolation & Tagging Procedure** when working on conveyor belts.

5.1.14 PERSONAL PROTECTIVE EQUIPMENT

PPE is basic risk prevention clothing, devices etc that is to always use when entering work areas. Supervisor and/or co-workers shall emphasize to their crews to follow instructions for correct use of PPE. All persons entering the Project site shall be required to wear the following PPE and clothing where designated:

a) Safety Helmets
b) Safety footwear (steel cap boots)
c) Safety glasses
d) Earplugs / Earmuff
e) Masker/respirator (area specific)
f) Long sleeve shirt is required where the risk of contact with specific related hazard as noted in JSA as well as trouser or coveralls.

Dependent on the specific work activity, additional PPE shall be worn as identified during the relevant JSA, and Permit to Work System.

All personnel have responsibility to maintain the cleanliness and suitability of their PPE.

5.1.15 ISOLATION AND TAGGING

Isolation & tagging is provided to protect employees & equipment from the danger of electrically energized and/or moving equipment, other sources of power and hazardous or

toxic material. Specific training and assessments are conducted to give awareness, understanding and secure isolation by authorized and competent personnel.

There are two models for implementation, designated as simple isolation and complex isolation. Simple isolation is only applied for a single power source unit. Complex when there are point more than one some and interplay with others operating plant unit.

Personal Danger Tags shall be utilized on the Project for the protection of individuals.

Any equipment that may present a hazard to an individual if that equipment was to be started, made "live" or operated in any way, will be isolated or made safe from operation at a suitable isolation point, and a Personal Danger Tag padlocked to that isolation point or isolation permit. Every equipment must have isolation point.

Permit Danger Tags shall be utilized by PMT to protect their own facilities during complex isolation process. This tag will indicate only an authorized isolator and work is under a specific permit to lock power source.

Out of Service Tags shall be attached to faulty equipment or out of service equipment and shall be left attached until the equipment is repaired and ready for use.

All tagging and lock out systems on live facilities shall meet the Contractor or designated tagging systems from PMT. Project Specific procedures of Lock Out and Tag Out should be developed for the commissioning activities.

Testing Tags shall be applied during testing or commissioning periods.

General Code of Practices for Isolation and Tagging is as follow:

a) "DANGER" tag is Red, White & Black.
b) Before starting any job where the operating of a switch, valve, machine etc. will put a person in danger, *you must place your "Danger Tag" and padlock the main isolating switch, valve etc.*
c) All Danger Tags must be in place before commencing work, personnel must print the name, date and time on each tag.
d) When more than one employee are working on the same job, each employee must attach their own "Danger Tag" (complex isolation) and then padlock the main isolating switch, valve etc.
e) Electrical lock out will be at the power source main switch usually found inside the electrical house Motor Control Center (MCC)
f) "Out of Service" tags are not to be used in place of "Danger" tags.
g) "Out of Service" tags shall be removed from equipment by the person who repaired or replaced it or by the Supervisor after they are satisfied that said equipment is usable and in a safe condition.

All Red personal "Danger" tags and padlocks shall be removed by the person who attached them at the end of their shift or at the end of the job. Tags then shall be destroyed.

5.1.16 WORKING AT HEIGHTS

Fall prevention and protection procedures are to be implemented such that where a suitable working platform is not provided, and a person may fall onto or into anything that may cause harm, fall arrest devices are to be provided which comply with the recognized industrial standards for fall protection.

Safety Full Body harness shall be worn for any person who working on 1.8 meter and above the ground without working platform or where the risk of falling is identified.

All personnel shall be trained to a level of competency before using fall arrest equipment. Training shall be recorded and maintained properly. It is project Health & Safety Coordinator

together with contractor Health & Safety officer responsibility to ensure the training is recorded and maintained properly.

General code of Practices for working at height is as follow:

a) Harnesses shall be worn with double lanyard and hook up into proper over head anchorage point for both of them
b) Do inspection prior to using the ladders. If defects are found, report to your Supervisor for repair or disposal,
c) Ladders must be fitted with non-slip feet, their frame should be firm and in good state,
d) Non-conductive ladders must be used for electrical works,
e) While ascending & descending a ladder, do not carry anything that will prevent you holding on with both hands. Always maintain three contact points.
f) Ladder needs to be extended at least 1 meter above the platform to be reached
g) Scaffold is to be erected, dismantled or altered only by competent persons and under supervision of a competent person,
h) Scaffold and its components shall be able to support **at least 4 times** the intended load,
i) Scaffold tagging: **Green** (safe to use), **Yellow** (need to repair) and **Red** (unsafe to use) **Tags**
j) Static line to be installed whenever working platform/scaffolding could not reach
k) Crane man basket to be employed (optional)

5.1.17 EXCAVATION & TRENCHING (EARTHWORK)

Prior to any trenching and excavation, relevant project site as-built wings shall be referred to identify whether piping, electrical & communication cables had been laid and exist in the excavation / trenching area or not.

Where the operating ground is to be penetrated then an "Excavation and Penetration" permit shall be required from Site Authorized Person. Such procedures are to include the requirement for a site clearance permit. The procedures are to comply with the Code of Practices for excavations, or other applicable statutory requirements.

General code of Practices for excavations and trenching are as follow:

a) Site Clearance permit is required for any excavation & trenching works,
b) All trenches from 1.2 meters depth require a safe means of access within 7.0 meters of any person working in the trench
c) Daily trench inspection is required prior to work commencing especially when conditions may have changed that affect stability such as rainstorms, etc.
d) Excavated material and other shall be kept at least 1 meter from the edge of excavation. Retaining devices may be use in some instances
e) Where employees are required or permitted to cross over an excavation, a walkway with standard handrails and kick-boards is required.
f) Where an oxygen deficient or other hazardous atmospheric condition could occur, an atmospheric test is required. A confined space entry permit is also required where confined space is encountered.
g) Employees working in an excavation deeper than 1.2 meters shall be protected from cave-ins by adequate protection system such as: shoring, benching or sloping.
h) Benching and sloping methods shall follow professional engineering practices,
i) Timber shoring used shall be in accordance with manufacturer's recommendation and engineering design,

j) All shoring material & equipment used shall be free from defects & damage affecting safety,
k) Supports shall be installed and removed in a manner that protects personnel. Back filling shall progress together,
l) Barricading & sign posting of all excavations are mandatory
m) No one is permitted in an excavation when mobile plant unit is working near the excavation

5.1.18 HIGH VOLTAGE PROCEDURE AND USE OF PORTABLE ELECTRICAL TOOL & TEMPORARY PANEL

Specific procedures for working inside high voltage area and tool inspection to comply with National and International Standards – In Service Safety Inspection and Testing of Electrical Equipment.

Any electrical work shall be commenced by an authorized electrician.

General requirement as follows:

a) Work permit is required to enter the area prior to starting the work.
b) Fitness to work for all work personnel.
c) Live power area shall be clearly identified.
d) Use non-metal scaffolding material for working at heights.
e) Always prepare and use grounding stick to electrode discharge residual power inside the working installation
f) Stop work when raining (for outdoor working areas).
g) Use safe tagged electrical tools and temporary panels as following requirement :
    - Electrical devices, powered tool and other portable electrical tools shall regularly inspect. Inspection tags shall be attached to all tool assessed as safe. Tags shall be updated/replaced and logged into the records as required.
    - Prior to use, carry out visual inspection of the cord, plug and power supply,
    - When not in use, tools shall be disconnected from their power supply,
    - Tools must be double insulated and/or be properly grounded especially in wet locations,
    - Power tools shall have manufacturer,
    - Never lower and hoist power tools by their cords or hose,
    - Tools with frayed or defective cords shall be removed immediately, and tagged out of service
    - All temporary panels shall be provided with ELCB and earthed
    - Supply connection from operating plant source point shall use temporary panel

5.1.19 HOT WORK AND COMPRESSED AIR & GAS CYLINDER CONTROL

All welding and cutting operations shall be carried out in a manner, so as to minimize risk to:

a) The health of personnel directly engaged in the work, their work mates and other nearby personnel
b) The safety of all personnel involved and nearby plant and equipment

Due consideration shall be given to the requirements of the PMT Hot Work Permit system

Welding shall be performed by a certified welder relevant to the specific welding work. Fire blankets are needed to cover welding area and to protect the surrounding areas. Always connect the grounding cable terminal as close as possible to the welding point. Inspect the welding cable for any defect and isolate the cable connection fitting to protect them from water.

All required PPE shall be worn (i.e. welding gloves, leather sleeves and coats, welding hood for arc welding locations, goggles for Oxy-Acetylene welding & cutting and face-shield for grinding.

The hot works area must be inspected to ensure there are no flammable & combustible material within close proximity that may ignite. Fire extinguisher shall be provided in hot works area.

For oxy-acetylene cutting safety purpose, flash back arrestors shall be installed at the downstream regulators and upstream cutting torch.

Use welding screen in arc welding locations to protect other workers from flash burn, Fire watchmen shall be available during hot works are being performed whenever required by hot work permit. The fire-watch men and welder shall be trained in handling portable fire extinguisher and fire hoses to put out the fire.

Safety sign shall be posted but not limited to;

a) No Smoking sign
b) Gas Type
c) MSDS (Material Safety Data Sheet)

Compressed air and Cylinders containing gas under pressure may present considerable risk to people and equipment. They therefore must be transported, stored and used in accordance with procedural requirements.

Precautions shall be followed, including:

a) Compressed air is only to be used for air driven (pneumatic) tools or as directed by work Supervisor,
b) Compressed air hose connections are to be properly secured at all joints prior to pressurizing the hose or line,
c) The misuse of compressed air will not be tolerated as can cause serious injury,
d) Do not use compressed air for blowing dust off clothing, and
e) Do not direct compressed air toward any part of the body or any other person

All gas cylinders shall be secured properly with their safety caps installed when they are being stored. Segregate oxygen cylinders from acetylene cylinder with a distance at least 7 meters. Store them in well-ventilated area and avoid direct sunlight by putting shelter or other. Display "No Smoking" sign.

Project Safety Officer shall conduct regular inspections to the vendor to ensure Cylinders supplied to project are safe.

General Code of Practices for Compressed Gas Cylinder Handling, Storage and Usage is as follow:

a) Gas cylinders shall be handled only by properly trained person.
b) Valve cap or protective cover must be in place when they are being stored and moved.
c) Cylinders may be rolled on their bottom edge, but never gged or rolled it horizontally.
d) Suitable cradles or racks shall be used for hoisting the cylinders, never use web slings.
e) Do not attach anything to the valve cap for hoisting.
f) Do not wrap a chain or sling around cylinder for hoisting.
g) Do not use an electromagnet to hoist gas cylinders.

h) Care must be taken to ensure cylinders do not violently strike other cylinders or other surfaces.

i) In case cylinders have been dropped, struck violently or damage:
   - Notify your Supervisor;
   - Attach a "Do not Use" tag describing the damage; and
   - Notify the vendor.

j) Check Oxy-Acetylene for leaks prior to use.

k) Avoid transporting compressed gas cylinders inside any vehicle operator compartment.

l) Use the correct equipment (i.e. regulator, pressure gauges etc.) for a compressed gas cylinder. The equipment used for oxygen cylinders must be kept clean & free from oil and grease. Confirm with visual inspection prior to using the cylinders.

m) Valve shall be closed at all times except when in use.

n) When being used, cylinder must be in "upright" or "valve end up" position.

o) Store and put cylinders in a shaded area to avoid high temperatures and avoid contact with electricity. Never use them as grounding for arch-welding.

p) Never handle oxygen cylinders with oily hands, gloves containing oil and grease.

q) Flashback arrestor should be used on Oxygen-Acetylene hot works. Make sure that no sparks or flames come in contact with the cylinders.

r) Always close cylinder valve and release the pressure in attachment before attempting to remove the compressed gas equipment

s) Storage area shall be posted with hazard class or name of the stored gases plus "NO SMOKING" signs.

t) Use of open flame or non-explosion proof electrical equipment and any other sources of ignition are strictly forbidden in gas cylinder storage areas.

u) Cylinder storage areas must be well ventilated and free from flammable & combustible material (gasoline, oil, solvents, papers etc.).

v) Do not store cylinders near stairwells, walkways or any location where heavy moving objects may strike or fall on them.

w) Empty cylinders tagged with "Empty" tag to be stored in separated areas from charged cylinders.

x) Compressed gas cylinders must be re-inspected and pressure tested for certification renewal as per applicable government regulations.

5.1.20 MANUAL HANDLING ACTIVITIES

Where it is not practicable to provide mechanical means of lifting material, then manual handling may be used. In doing so the kinetic method of lifting should be used. A proper manual lifting and handling technique shall be applied to prevent back injury. This manual lifting and handling technique is to be included in the induction training material to refresh the workforce in order to prevent back injury.

General Code of Practices for manual handling is as follows:

a) Appropriate manual handling techniques are to be developed including with hand trolley usage to carry materials.

b) Gloves will be provided to personnel and should be used when required in the JSA..

c) Know the weight of the object. If too heavy ask for help or use lifting or handling gear. Normal maximum weight load for individual manual handling is 25 kg.

d) Ensure walkways and material handling areas are free from obstruction and tripping hazards.

e) Care to be exercised when performing manual handling. Always lift with your legs, not your back muscles. Keep your back straight and avoid twisting and turning motions.

f) Ensure stability in material placement. Do not stack material in a manner that it may move or slide and would create hazards to personnel or equipment.

5.1.21 CONFINED SPACE ENTRY

This project work will have involved a number of activities occurring within confined spaces.

In all cases confined space work will be controlled using the Contractor Confined Space Entry Requirements and includes the following:

a) Access will be controlled via a safe entry system

b) An approved Confined Space Entry Permit must be obtained prior to commencing work and All personnel working in confined spaces on the project must undergo confined space entry training

c) Hazard assessment of proposed activities through completion of a JSA prior to work in commencing.

d) Confined Space Sentries to be in attendance at all times whilst personnel are in the confined space. Confined Space Sentries will have hand held radios so as to be able to raise the alarm promptly, should rescue be required.

e) Confined Space Sentries shall be appropriately trained.

f) All confined spaces will be gas tested by trained personnel and appropriate testing equipment prior to entry and at a documented frequency during the entry. This frequency to be recorded on the confined space entry form.

g) All confined spaces will have a Confined Space Control Board, supplied by the Sub Sub Contractors, at the entrance at all times, where personnel will sign in/out upon entry/exit of the confined space.

h) An emergency response plan for confined space activity, to be developed as part of the approval process for a confined space entry permit. This should include Emergency equipment requirements and training of personnel required to use it. This needs to be coordinated with the PMT Health & Safety team.

i) If activities in the confined space introduce contaminants (i.e. welding), forced ventilation must be supplied. Breathing apparatus may be required in the initial phase of this type of operation while the ventilation system is being set up.

j) Cable or gas hose connection shall be checked and where possible avoid lying inside certain confined space areas such as gas chambers or flammable vessels.

5.1.22 CONTROL OF HAZARDOUS SUBSTANCE

MATERIAL SAFETY DATA SHEET (MSDS)

All chemicals, solvents, paints, thinners, oils, lubricants and other defined products at the Project will have Material Safety Data Sheet's (MSDS) available to all personnel. These will be kept by the Site Project Safety Supervisor.

The guidelines contained in the MSDS for the safe use, transport, storage, waste disposal and emergency response of a chemical or hazardous substance shall be incorporated into safe work procedures.

Goods or items of equipment which are potentially hazardous (chemicals, flammable gas cylinders, radioactive sources, poisonic, irritant, etc.) will only be brought onto site in an approved and appropriate storage facility, and only in the quantity needed for the work.

Product identification and safety signage are required, prior to work involving hazardous substances.

POISON AND IRRITANT CHEMICAL

All personnel must understand safety precautions and handling when construction requires use of chemical. Some precaution as follows:

a) Wear chemical retardant uniform, nitrile hand glove, safety glass and respirator when required in JSA.
b) In plant commissioning work, avoid mixing cyanide with acid compounds. If unsure check with area Supervisor.
c) Segregate storage or spillage areas from acid tanks.
d) Provide spillway to direct spillage flow into a designated pool.

Irritant chemicals, such as caustic substances are harmful to respiratory systems and bare skin. Use full appropriate PPE to avoid from burn or irritation when required in JSA.

HYDROCARBONS

Hydrocarbons include products such as oils, grease, fuels (petrol and diesel), de-greasers, emulsified oils and oily waste water.

PMT will endeavour to minimize the Project's impact on the surrounding environment by minimizing hydrocarbon waste. Bunded fuel tank areas will be in accordance with government regulations.

Hydrocarbons will be handled so as to minimise the potential risk of spills and the area of the contaminant if spillage occurs.

All oil leaks and spillage's shall be contained and managed in an effort to minimize environmental contamination. The utmost care is to be taken to minimize spillage or leakage at all times and when transferring oils or fuels, a constant watch is to be maintained.

The hydrocarbon storage bunding shall be an adequate size with the minimum capacity 100% storage capacity plus 20cm overboard complete with oil trap.

5.1.23 DANGEROUS GOOD

Any Contractor intending to bring any dangerous goods onto the Site Management must seek formal written approval from PMT.

All Sub Sub Contractors must ensure that they transport, store, and use dangerous goods in accordance with Project Statutory Requirements for Lifting of Dangerous Goods. Any lifting to height of dangerous goods, must be done using an approved container.

No design shall specify the use of any fibrous minerals (asbestos) eg crocidolite, ammocete, chrysolite, antophyiite, kemolite or actinolite or any material containing any of those minerals in any project areas.

Polychlorinated Bi-phenyl (PCBs) chlorofluorocarbons (CFCs) or related compounds shall not be used. Ceramic fibres shall not be used without approval.

5.1.24 USE OF DIESEL / PETROL POWERED EQUIPMENT AND REFUELING

When diesel driven equipment is used the following will apply:

a) All petrol / diesel engines used for the work, including welding machines and vehicles shall be properly tuned to avoid excess emissions and contamination, especially if this equipment is to be used around work groups.
b) All diesel/petrol powered equipment will have fire extinguishing equipment fitted or on standby nearby.
c) In the event of an emergency alarm sounding, the equipment is to be shutdown.
d) Where appropriate, equipment is to be fitted with a remote shutdown switch.
e) Equipment is to be located outside of buildings or in well ventilated areas.
f) Equipment is not to be located in a position where the exhaust could contaminate work areas nearby. Particular care must be taken to prevent contamination of any confined spaces.
g) Temporary bulk storage of fuel on site will not be allowed. Units are to be filled as required.
h) Area around equipment to be cleared of any combustible materials (grass, wood etc.)
i) Sub Sub Contractors to submit, for prior approval, plan showing numbers of diesel driven machines and proposed locations.
j) All buses and personnel transportation equipment shall be properly maintained and comply with the requirements of Project Health & Safety Requirements
k) No smoking during refuelling

5.1.25 HEAT, DUST, FUMES AND NOISE

HEAT STRESS

The hot and humid climate of the work area may lead to some personnel experiencing physical and physiological behavioural changes due to the effects of heat.

The following guidelines should be considered for managing site personnel's health and safety in heat stress conditions:

a) **Shade/Shielding/Shelter** – Where continuous work is required in direct sunlight, temporary shelters shall be provided where practical to shade the work area.
b) **Water** – Sufficient drinking water shall be readily available at all work sites for all personnel. Personnel will be actively encouraged to take frequent small drinks to replace body fluid lost through sweating. Employees should be discouraged from drinking large amounts of tea, coffee or soft drinks, as these are all diuretics.
c) **Ventilation** – Natural and mechanical ventilation shall be used wherever practical to provide and supplement the flow of fresh air through the workplace.
d) **Clothing** – Clothing should be as loose long sleeves shirt and trouser or coverall fitting as is safe and practicable as required in the JSA.

DUST & FUMES

Dust and fumes may be generated during dismantling work, foundation work, and work adjacent to existing running plant. People shall wear mask or respirator to prevent respiratory issues where req.

NOISE

All personnel are required to observe Project safety signage in designated areas concerning hearing protection. A range of hearing protection devices shall be made available including earmuffs and earplugs. All hearing protection must comply with Standard Australia AS 1269 or other similar international standards.

PMT shall be responsible for ensuring that wearing of hearing protection by all of its personnel in all Project designated hearing protection areas.

6 SUBCONTRACTOR MANAGEMENT

All Sub-Contractors and vendors performing work shall be subject to a Health & Safety evaluation prior to contract award and suitably inducted before commencing work on the Project. Service personnel whose visits to site are of a short duration, may not be required to have a full induction, but must be adequately supervised at all times they are on site, have attended a short term induction and be accompanied by Project site personnel where necessary.

Sub-Contractors and Vendors Health & Safety performance figures contribute to the Project Health & Safety performance. However, all injuries and incidents related to the Project, no matter what the source shall be reported to the Project Health & Safety Coordinator.

All purchased and supplied products shall be inspected on receipt by Material Handling Control personnel and prior to final acceptance to ensure compliance with specified requirements.

6.1 ASSESSMENT OF SUB CONTRACTORS

Sub-Contractors shall undergo a written assessment (and potentially audits/inspections) to confirm their ability to comply with the Project's Health & Safety requirements, applicable Health & Safety Acts and Regulations and to minimize or control Sub-Contractors potential impact upon the Project's overall Health & Safety performance.

The Health & Safety Manager/Coordinator, in consultation with the Project Manager, shall assess Sub Contractors to confirm their compliance with the Project's Health & Safety requirements when performing works. This assessment shall be conducted prior to the approval and recommendation for award of contracts.

6.1.1 SUB-CONTRACTOR ACCOUNTABILITY

The Contractor recognizes its accountability to ensure that all Sub Contractors are aware of the Health & Safety requirements and that they promote and maintain a high standard of Health & Safety Management.

Contractor contract documents shall include clauses which:

a) Require Sub Contractors to comply with and enforce Health & Safety procedures, general rules of conduct and all laws and regulations related to their activities;
b) Require Sub Contractors to comply with Health & Safety directions issued by the Project team;
c) Empower the Project to suspend work, cancel the contract or take other appropriate action for non-compliance by Sub Contractors of their obligations with regard to Health & Safety issues on the site;
d) Punish and/or indemnify the Project against Sub Contractors actions related to non conformance with laws and regulations and negligent action; and,
e) Ensure the provision of insurance by the Sub Contractors of the type and kind approved by the Project to protect against claims made as a result of the Contractor's work.

6.1.2 SUBCONTRACTOR COMPLIANCE PROGRAM

The Contractor Compliance Program ensures all Sub Contractors follow and participate in the Project Health & Safety System and all relevant Health & Safety Procedures.

Sub Contractors shall read the Contractor Compliance program document and sign and return prior to acceptance of the tender.

During the course of the contract, Contractor performance will be monitored and recorded to ensure Sub Contractors comply with all Health & Safety requirements. Project Management Team shall monitor and measure the Health & Safety performance of Sub Contractors.

The following activities shall be conducted as a routine component of the compliance monitoring process for Contractor work groups:

a) Documentation count to KPI target (see attachment 10) and contents reviews e.g. meeting minutes, JSAs, incident/injury reports, safety observation/patrol report, workplace inspection records;
b) Analysis of Health & Safety performance; and
c) Examination of incident and injury occurrences.

Sub-Contractors will be issued with action requests as required and shall close out actions in a timely manner.

At the completion of a contract, the Contractor's Health & Safety performance including conformance to Health & Safety systems will be reviewed to determine their suitability for future work with Contractor.

In general the project needs to provide on-site the following:

a) A person qualified to give first aid attention on the Site at all times the Sub Contractor is carrying out work on the Site, in accordance with local statutory requirements.
b) First aid facilities.
c) An ongoing program of training to be implemented in "basic safe work" for the Contractor's workforce. (where applicable but as minimum incorporated into toolbox and area meetings.
d) Regular minuted tool box meetings for all work groups and monthly safety meetings which may be attended by COMPANY's Representative. Minutes shall be forwarded to COMPANY's Representative within 48 hours of meeting closure.
e) Participation by senior Contractor personnel at project safety meetings.
f) Participation in Safety Audits carried out by COMPANY's Health & Safety Representative.
g) Contractor Senior Management staff involvement with COMPANY in consultative process on safety issues.
h) Environmental rehabilitation procedures and the Contractor's policies with respect to rehabilitation where this is relevant with their work.
i) Procedural methods for hazard identification and preventative action for discrete tasks identified in the project which have been determined as being hazardous or potentially hazardous.
j) COMPANY's Health & Safety Representative shall from time to time request that a JSA be undertaken in his presence. The deliverable item shall be a safe work procedure for the particular task, satisfactorily implemented.
k) Methodology for inspection of plant, tools and equipment prior to introduction to the Site.
l) Traffic management plan including how the workforce will be transported to site (this must meet COMPANY requirements for seats and seat belts), vehicle parking, Process plant and other area people and equipment drop off points and flagmen locations.
m) Regular inspections of plant, tools, equipment, lifting gear (including harnesses) and fire safety equipment.
n) Identification of hazardous substances that may be utilized in the Works, and outline of Control Measures and notification and approval of COMPANY prior to bringing onto site.
o) Equipment and personnel to check all portable electrical equipment on a monthly basis. Supply of all temporary construction power shall be in accordance with the Company JO Specification for Electrical Installation Standard.

p) In addition to COMPANY's Project Safety Requirements and all statutory regulations, the Contractor shall abide by all other safety regulations and operating procedures applicable to the Project.

7 COMMUNICATION & CONSULTATION

7.1 MEETINGS & COMMITTEES

7.1.1 PRE-MOBILIZATION

A pre-mobilization meeting will be held to verify completeness of all pre-mobilisation activities. Contractor and its associated Sub Contractors and Vendors shall provide their respective personnel with a pre-mobilization briefing to ensure they fully understand all Project safety requirements, and that issues such as travel to site, equipment requirements and general mobilization rules has been appropriately addressed. Attendees of the pre-mobilisation meeting shall be documented and briefing notes shall be distributed prior to mobilization and containing key information on Project safety protocols, site rules, etc.

7.1.2 CLIENT MEETINGS

Regular meetings with the COMPANY shall be held if required by the Contract or requested by the COMPANY. Records of the meetings shall be kept in the form of minutes.

7.1.3 SITE SAFETY COMMITTEE

A Site Safety Committee shall be developed by the Project Health & Safety Coordinator and shall conduct regular meeting in a weekly basis. Safety Committee is consists of contractor representative and have regular meeting at least once a week.

7.1.4 BLACK MEETING

Meeting conducted to describe of scope of work during the project for the whole crew shall attend into this meeting. Hazard communication is started from this session to introduce and then review Health & Safety issues related to each kind of job and how to prevent unexpected events. Each Contractor shall conduct this meeting for their crews and will return meeting minutes to Health & Safety Project Representative within 24 hours of each meeting closure.

7.1.5 PRE-START WORK BRIEFING

Supervisors shall conduct pre-start briefings with their work group to discuss relevant of topics, daily tasks & targets, hazards and risk prevention, together with fitness of work for each member including environmental issues. A copy of the pre-start form is to be completed and returned to the Project Safety Coordinator/Officer on a daily basis.

7.1.6 TOOL BOX MEETING

Toolbox meetings shall be held weekly for the Contractor and all Sub Contractors. Information regarding the safety, health and environmental issues and requirements on the project shall be included as an agenda item at the meetings. A record of the meeting shall be kept in the form of toolbox meeting minutes.

7.1.7 DEMOBILIZATION

EPC Contractor and Sub-Contractors shall ensure that prior to the departure from any area within the site that area is left in a neat, clean, sanitary and safe state and shall be in accordance with the Environmental Monitoring & Measurement Plan. (see attachment 6)

If required by the COMPANY, remove all storage sheds, temporary facilities, plant and equipment or any other object or thing from that area. Remove all excess materials, litter, and debris to the designated disposal areas.

7.2 REPORTS

7.2.1 DAILY HEALTH & SAFETY ACTIVITIES

Daily report shall be generated to monitor day-to-day Health & Safety activities by sub-contractor. The aim is to measure Health & Safety progress objectives and Health & Safety targets achieved. Health & Safety Representative from sub-contractor will compile the daily report for their own data base and project management. This report contributes to daily support for time sheet claims.

7.2.2 WEEKLY REPORT

Weekly report is a summary of day-to-day activities which shall be compiled by Project Health & Safety Coordinator and submitted to COMPANY and Contractor management. This report is attached into weekly construction progress report.

7.2.3 MONTHLY REPORT

Monthly report is a cumulative summary of the month's Health & Safety activities and shall be prepared by Health & Safety manager in Jakarta then distributed in accordance with the Health & Safety document & data control matrix.

7.3 DISPLAY MANAGEMENT

7.3.1 HEALTH & SAFETY ALERT

The objective of the Health & Safety alert is to take an immediate action to alert all people in the construction area when a potential hazard situation has been reported. This display could be shared to outside of the work area where potential hazard may also occur. Health & Safety Alerts may be issued by Health & Safety Project Management, COMPANY, or accountable sources from time to time with the aim of ensuring that measures are adopted so that these events are not allowed to recur in the project. These alerts shall be distributed and included as a toolbox meeting topic.

7.3.2 GREEN CROSS

A figure for accident-incident statistics are displayed together with green cross. Detail procedure to compile is described in attachment-12.

7.3.3 SAFETY SIGNAGE

Safety signs are required to alert personnel to relevant hazards and risk in their workplace. All parties have the authority to generate safety caution signage and communicate to all work crews. Safety signage shall be approved by Project Health & Safety Coordinator prior to its display or use.

7.3.4 NOTICE BOARDS

All primary work sites shall have at least one designated Health & Safety notice board, which shall display relevant Health & Safety data including:

a) General Health & Safety information
b) Health & Safety alerts
c) Health & Safety statistics
d) Minutes of meetings
e) Emergency communication contacts
f) Details of any significant events or performance

Supervisors in charge of each work site shall be responsible to ensure the notice board at site under their control contains up to date information.

8 OCCUPATIONAL HEALTH & HYGIENE

8.1 HEALTH MONITORING

In accordance with legislative requirements, COMPANY will initiate health surveillance of personnel working at the Project Site by site paramedic whenever health problems are suspected or identified in association with the use of chemical or hazardous materials and/or work procedures identified as having potential to cause health risks.

Where identified by the paramedic that an exposure has occurred that requires biological monitoring to assess the level of contamination, contractor will ensure personnel receive necessary medical attention with strict confidentiality as required by legislation.

8.2 FITNESS FOR WORK

The Project recognises the importance of personnel presenting themselves for work in a fit state to perform their duties. Employees suffering from fatigue, stress, being under the influence of alcohol, illegal drugs, medication or other prohibited substances which may seriously affect their ability to perform their duties and may endanger, increase Health & Safety risks in the workplace and efficiency of the work to be performed, shall be permitted to work and may be subject to disciplinary action.

Project Management will:

a) Not accept any person in the workplace who places themselves or others at risk by being under the influence of alcohol, drugs or substances that impair their ability to perform their work activities. If any person is suspected or being under the influence, they may be immediately subject to testing that requires quantifying blood alcohol content. Content with more than 0.05% is not acceptable

b) Hold all employees and Sub Contractors' employees accountable for ensuring their own fitness to work.

   - Ensure agreed and consistent treatment of any personnel who exhibits performance, attendance or behaviour problems that may be the result of alcohol or drug abuse.

- The misuse of prescribed drugs, or the use, possession, distribution or sale of alcohol, illicit or controlled drugs on the Project is strictly prohibited and will result in disciplinary action and reporting to local police or authorities.
- Supervisor shall ensure fitness to work for his team member on early shift through daily toolbox meetings;
- The Fitness for Work policy and the obligations and responsibilities under it shall be communicated and publically displayed as COMPANY will;

c) Not tolerate serious and unacceptable anti-social behaviour; and

d) Not tolerate elevated risk posed to the Health and Safety of the person and others.

Any person taking prescribed medication that may affect their performance whilst in the workplace must report the fact to their Supervisor prior to commencing work.

8.3 DRUGS AND ALCOHOL

COMPANY prohibits any person from entering or being on the worksite while under the influence of alcohol or illegal drugs.

a) Illegal drugs are not allowed in any area and Sub-Contractors premises

b) If found with illegal drugs, personnel will be terminated and the police may be notified

c) Drinking alcohol is strictly prohibited during working hours or at any time at the worksite and is strictly prohibited in Sub Contractors premises and Sub-Contractors camps.

Drunken and disorderly conduct will not be tolerated and will lead to termination. In the event of any project personnel using prescribed legal medication, such personnel must advise the Project Health & Safety Coordinator/Officer, and / or their Supervisor, prior to the commencement of any work on the Project.

8.4 FATIGUE MANAGEMENT

8.4.1 MANAGEMENT RESPONSIBILITIES

a) Provide safe work schedules that permit adequate time for an individual to sleep, rest and recover between work periods as well as consider their family and social responsibilities. Ensure no personnel have excessive accumulative working hours in a week as per statutory regulation.

b) Encourage personnel fitness for work, monitor and control worker's potential for fatigue, control adverse workplace exposures/environments and provide programs to improve worker awareness of fatigue and provide support.

c) Ensure that a site-specific fatigue management plan is developed, when identified through a risk assessment.

d) Train personnel in the causes and management of fatigue.

8.4.2 SUPERVISOR RESPONSIBILITIES

a) Monitor for the signs and symptoms of fatigue in their co-workers and team members.

b) Provide adequate manpower arrangement according to Management schedule & target. Supervisor shall be able to stop or postpone work if personnel are identified as unfit for any reason.

c) Identify, assess and monitor fatigue risks in their area of control and, where appropriate, carry out corrective actions.
d) Ensure relevant training, information and assistance with regard to fatigue and fatigue risks are implemented as necessary.

8.4.3 EMPLOYEE RESPONSIBILITIES

Comply with the site fatigue management program. All personnel shall be fit for work. Fitness for work requires that personnel make lifestyle choices that enable them to be fit for duties, including having sufficient sleep and recovery to complete their work duties safely and responsibly and managing any personal, commuting, and medical or health issue that may impact their safety and health or that of other personnel.

8.5 HYGIENE

a) Drinks & meals; always make sure that hands are clean prior to eating. It is prohibited to eat and drink adjacent to chemical areas. Ensure water containers been properly sealed and avoid open air/dust exposure.
b) Soap and Rivers; never use soap in the rivers and streams. Soap is poisonous to aquatic wildlife.
c) Ablutions; only use the toilets that are provided in authorized areas. Faeces and urine may attract animals and can cause diseases.

8.6 SMOKING

a) No smoking in any building room or portable-camp at any time.
b) Fuel Storage Areas; No smoking within 10 meters of any fuel storage area.
c) No smoking when a vehicle is being refuelled
d) Vehicles; No smoking in any project vehicle. This includes all cars, trucks, 4 wheels drives, boats and aircraft.
e) Cigarettes butts must be disposed in the ashtrays or bins that are provided.
f) All project personnel including the sub-contractor personnel shall participate in maintaining cleanliness and tidiness of the site and camp.

8.7 HOUSEKEEPING

The work area shall be maintained to a high standard of cleanliness, and Supervisors will be expected to review and rectify their respective work areas as required on a daily basis.

a) Waste material shall not be burned on site.
b) Where there are specific recycling bins, material is to be segregated and disposed of in the appropriate bin.
c) Always comply with waste handling procedure, see at section 13

9 ACCIDENT & INCIDENT MANAGEMENT

All injuries and incidents, regardless of how minor the impacts, are required to be promptly reported and investigated to actively identify and evaluate the immediate and contributory causes, enabling prompt and effective corrective actions to be implemented as per the Hierarchy of Controls. (see attachment 13)

For the purposes of this document any non-conformance with the Project Health & Safety Management Plan, Contract or statutory requirements shall be registered as potential hazard.

9.1 NOTIFICATION

The reporting and notification process will be carried out in accordance with Statutory and COMPANY requirements. In most cases of serious occurrence the Project site will report details to relevant statutory authorities as soon as possible after the event occurs.

Notification shall be sent by Project Manager or Project Health & Safety Coordinator from site immediately after accident occurred. This should be by direct call, however, may be text by phone, email or direct call.

It shall be the responsibility of the Project Manager and Health & Safety manager to report to the COMPANY the following items, should they occur. As soon as is practicable after the event by telephone (follow up in writing) within 1x24 hours after the accident:

a) Fatality
b) Event in which the injured person requires immediate medical attention by a medical practitioner (serious injury).
c) Property damage, the repair of which would cost an amount exceeding $20,000.
d) Any uncontrolled escape or ignition of petroleum or other flammable or combustible material causing a potentially hazardous situation.
e) Electric Shock.
f) Loss of consciousness.
g) Any fracture of the skull, spine or pelvis.
h) Any broken bone.
i) Any event that precludes and personnel from attending work for one (1) day.

All events of the above nature are to be fully investigated by the Health & Safety Project Coordinator and Site Manager. The COMPANY and an investigation team may be involved in this process if required.

9.2 RESPONSE

The immediate Supervisor and Health & Safety representative shall take action to ensure that the scene of any incident is secured to prevent continuation and escalation of the incident. As soon as possible, a basic overview of the incident shall be reported to COMPANY.

Details of the incident shall be gathered promptly from the incident scene and witnesses to limit the potential for evidence to be lost or forgotten. Where possible the following information shall be collected to assist with the investigation:

a) Photographs/ diagrams of the incident site/injuries/impacts.
b) Special evidence conserved for further testing/research.

Based on preliminary statements and evidence, an investigation team shall be selected by COMPANY and the Health & Safety Manager. Investigation Teams are obliged to seek expert advice if needed to effectively carry out the investigation.

Incident Reports are to be prepared as applicable and corrective or preventive actions arising from the event are to be developed. Responsibility for action development and implementation is defined in the procedure of Accident and Incident Management depending on the type and severity of the incident.

9.3 FIRST AID AND MEDICAL TREATMENT

Adequate numbers of first aid kits to be provided in the working area to provide first aid treatment medical supplies. In the Project site there is a clinic with Paramedic to provide first aid treatment.

Sufficient first aid personnel from varies project teams including Sub Contractors, using suitable and properly maintained facilities and first aid kits, shall provide first aid where required.

All injuries and illnesses requiring medical treatment shall have treatment performed by appropriate medical officers in a timely manner.

At the start of the Project, contact shall be made with suitable medical facilities and providers to:

a) Establish contact names and phone numbers;
b) Determine medical provider's treatment and invoicing procedures; and,
c) Inform those providers of:
   (i). Project hazards and potential injuries; and
   (ii). Project emergency response procedures and access points.

The Health & Safety Coordinator shall coordinate further medical treatment with the personnel and the treating medical officer.

In the case of emergency treatment, after getting approval from COMPANY Project Manager or his designated person, the Medical Evacuation will be activated using COMPANY site Medivac procedures and transportation facilities. Only COMPANY Site Paramedic has the authority to recommend medivac to COMPANY Project Manager or the designated person.

9.4 INVESTIGATION

The level of investigation and the investigation team members shall be determined by the severity or the incident/injury in accordance with the incident investigation method. The investigation shall be conducted in an efficient and timely manner. All necessary and relevant evidence, photographs, video-audio, statements, measurements and wings shall be obtained and controlled in the proper manner.

The initial investigation of any incident or injury will be the responsibility of the Supervisor and Health & Safety Coordinator.

The investigation team will consider contributing factors leading to an incident/injury event and then initiate the appropriate preventative and remedial actions.

Significant Health & Safety incidents will be reported and discussed with personnel via the regular toolbox meeting(s) and special forums as the situation demands.

Incident trends will be evaluated, remedial action taken and where necessary, standard work procedures revised and publicized.

The responsibly and deadlines for approved closeout actions shall be clearly identified in the incident/injury Investigation Report. Open actions are to be included as topics of discussion and tracking in regular management meetings until closeout has been approved.

9.5 INJURY STATISTICS

The Project Health & Safety Manager shall report required statistics to the COMPANY Project Manager or Health & Safety representative not later than the 5th day of each month.

9.6 INJURY MANAGEMENT

If an injury should result in personnel requiring medical treatment, the COMPANY representative, HR Officer shall be contacted as soon as practicable and shall be responsible for the subsequent management of the case including the COMPANY insurance and Indonesian worker social insurance (Jamsostek) handling. For Sub Contractor, will refer to statutory regulation.

10 EMERGENCY RESPONSE PLAN

Detailed Emergency Response Plan shall be developed for the Project by Contractor. Refer to attachment 7-10.

The Project Manager, Construction Manager, Health & Safety Manager (in collaboration with the COMPANY) shall ensure that all potential emergency situations are identified and addressed. Examples include, but are not limited to:

a) Medical emergencies. E.g. Resuscitation, first aid, medical treatment, heat stress & fatigue treatment;
b) Medical evacuation;
c) Fire;
d) Evacuation;
e) Equipment recovery; and
f) Hazardous substance spills.

The Project Manager shall ensure that the following are provided in a timely manner:

a) Sufficient resources. E.g. equipment and personnel;
b) Suitable training is provided for all persons;
c) Regular emergency drills are conducted; and
d) Critical incident management system approach is in place and understood by the COMPANY.

Once an emergency situation has been dealt with, and all information necessary for the investigation has been obtained from the scene, approval may be given for the recovery process to commence.

Recovery consists of undertaking remedial action at the emergency scene with the aim of minimising loss to the COMPANY through:

a) Critical incident management (e.g. trauma counselling) for those persons affected by the emergency event;
b) Liaising with government or regulatory authority departmental investigations;
c) Liaising with the media and or public;
d) Salvaging of damaged goods, plant and equipment; and
e) The re-commencement of Project activities as soon as possible.

All personnel shall receive training in the emergency response procedures as an integral part of the site induction. The appropriate Flowchart to illustrate integration with the COMPANY system will be produced and displayed on Area Notice board.

Senior site personnel designated, as Emergency Response Team Leaders shall have completed suitable training in emergency response management.

All personnel shall participate in regular emergency drills based on likely incident scenarios (i.e. fire, evacuations, retrieval of injured persons, retrieval of people suspended in safety harness).

Emergency communication mechanisms are to be fully developed, established and tested prior to the commencement of any work on site.

11 CRITICAL SITUATION

Any incident or activity which has caused, or has the potential to cause, death, serious or abnormal injury, significant loss or serious environmental harm or which may have a public or media profile is to be reported immediately to Site and COMPANY senior management for action and control of the situation.

In this case, contact with media and press release only to be done by COMPANY Management.

12 INSPECTION AND AUDIT

12.1 HEALTH & SAFETY INSPECTIONS AND ENVIRONMENTAL MONITORING

A program of periodical inspections shall be documented, implemented and maintained. Unscheduled inspections may also be carried out and documented as necessary. The purpose of the inspections are to ensure that all work areas controlled by Project Management are maintained to a adequate standards and to ensure that hazards are identified, assessed and timely corrective action is taken. Please refer to the detail inspection and monitoring matrix attached.

A team of personnel consisting of management and Supervisory representative(s), a member of the work force, Health & Safety personnel and an elected Health & Safety representative shall undertake the workplace inspections. Checklists will be made available to the inspection team.

Where an inspection reveals a deficiency, corrective and/or preventive action shall be nominated on an Action Plan.

The Project Manager shall review records of scheduled and unscheduled inspections and associated Action Plans.

12.2 WORKPLACE INSPECTIONS

An inspection of the work site shall be conducted daily by Project Health & Safety coordinator or approved representative to identify potential hazards, assess the effectiveness of controls and housekeeping matters. Actions required for improvement shall be recorded on the Site Inspection record and followed up to ensure timely completion. Periodical site safety walkthrough program with Sub Contractors shall be conducted to ensure a safe workplace and non-conformances shall be immediately rectified by each contractor.

12.3 INSPECTION, TESTING AND MEASURING EQUIPMENT

All inspection, measuring and test equipment shall be:

a) Calibrated prior to use
b) Calibrated at regular nominated intervals

12.4 EQUIPMENT & PLANT INSPECTION AND CERTIFICATION

Copies of contractor equipment inspection reports are to be sent to COMPANY's representative prior to equipment being mobilized to the site. All plants such as diesel welders, excavators, dozers, genset, cranes etc, shall be inspected by a suitably qualified person or appointed party, and witnessed by the Project Health & Safety Coordinator and COMPANY site representative prior to arrival at site and an inspection report shall be available at any time.

Specified equipment & plant inspection schedules shall be maintained. All operators shall carry out a pre-start check on plant each morning or shift.

Pre-inspection should be conducted every shift and any defect or damage on the vehicle shall be reported in writing to the project responsible Supervisor. The Supervisor shall assess the report for defect/damage and report to Camp & Accommodation Coordinator within 24 hours after the defect/damage being noticed.

12.5 AUDITS

Initial evaluation of this Project Health & Safety Management Documentation (i.e. a desktop audit) shall be conducted to assess compliance with COMPANY, legislative and regulatory authority requirements, and relevant Standards within one month of mobilization to site.

Health & Safety Manager will undertake System audits, conducted nominally as follows:

a) Start-up Audit within 4 weeks after mobilization
b) Site Audit 3 monthly after commencement
c) Close-out Audit 4 weeks prior to Practical Completion

A program of environmental audits is performed to ensure that management strategies are implemented and are performing to appropriate standards. Environmental monitoring and auditing results will be reported to the COMPANY and appropriate authorities.

Audit reports shall be completed, approved and distributed and corrective and preventive action required shall be determined and addressed in a timely manner. The Project Manager will ensure items identified are actioned, and shall review findings from the Health & Safety audits.

The Health & Safety Manager/Coordinator shall monitor the implementation and follow-up of actions to ensure their effectiveness.

The audit results shall be communicated to all project personnel. Auditors shall not be personnel based full-time at the Project Site and may be independent consultants in approved by the Project Manager.

13 MANAGEMENT REVIEW AND IMPROVEMENT

The Project Manager shall ensure that the responsible parties implement actions expeditiously and that adequate records are available to verify that the actions have been effectively implemented.

Regular Management review shall evaluate the performance of the overall Health & Safety Management System against the documented policies, objectives and targets for the purpose of identifying opportunities for improvement.

A monthly Health & Safety Committee Meeting will be convened to monitor and review the group's Health & Safety status as evidenced by compliance audit results, incident/injury events, KPI performance, items raised in the project meeting minutes, workplace inspection records. This review evaluates the groups Health & Safety performance during the previous month with the intent of devising improved strategies for future periods.

On a monthly basis, Project Management shall review Health & Safety performance as part of the monthly progress and performance reporting process.

Reviews shall focus on the following items to ensure ongoing effectiveness of the Health & Safety management systems:

a) Changing legislation;
b) Audit reports;
c) Changes in activities;
d) Changes in the Project organisational structure;
e) Advances in science, technology and new processes;
f) Reviews of incidents and injuries;
g) Reporting and communication; and
h) Individual feedback.

A record of any review meetings and improvement actions required shall be maintained by the Project Health & Safety Manager and followed up by the Project Manager to ensure the timely completion and closeout of any actions is achieved.

14 ATTACHMENTS

[to be provided when awarded]

1. Project Organization Chart
2. Health & Safety Organization Chart
3. Isolation & Tagging Flow Procedure
4. Confine Space Entry Flow Procedure
5. JSA and Permit to Work Flow
6. Monitoring & Measurement Matrix
7. Emergency Response Plan Flow Procedure
8. Medical Evacuation Flow Procedure
9. Emergency Call Number
10. KPI Indicator
11. Waste Management Matrix
12. Green Cross Procedure
13. Hierarchy Control
14. Induction Program

Annex 10

Invoice format

Company Name :
Address :
Phone No :

RROFORMA INVOICE

Attn : Managing Dieactor

Copy to: General Manager (Finance department),

Chief Engineer (Thermal power department)

Electric Power Generation Enterprise

Ministry of Electricity and Energy

No.27 Naypyitaw.

Republic of the union of Myanmar

Invoice Number :
Invoice Date :
Due Date :
Contract :

No.	Description	Total
	The xxx MW Power Plant in xxx , Republic of Union of Myanmar.	
	Power Electricity Production of xxx 20xx:	
1.	Actual : xxx MWh	MMK xxx
	Tariff : xxx USD / MWh	
	(Inlcuding Commercial Tax 5% and Withholdings Tax 2.5%)	
	(Exchange rate : 1 USD = xxx Myanmar Kyats (MMK))	
2.	Less 2.5 % Withholdings Tax	MMK (xxx)
3.	Amount Now Due	MMK xxx

PAYMENT TERMS
1. Payment shall be made based on the above currency MMK
2. Payment shall be made in the full amount
3. The above payment can be made by transfer cheque
4. TRANSFER shall be made to: Account Number : Account Name : Swift Code : (if applicable)
5. <u>Bank Detail</u> Bank Name :
Seal & Signature of Authorized Persons

Active Energy Record Table of

( ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region

For the month of (xxx , 20xx)

Name of Feeder ---------------------- (xxxxxxxxx)

Master (Main) Energy Meter

Meter

EPGE's No. ---------------------- (xxxxxxxx) xxxxxxx

Manufacturer's Sr: No ---------------------- xxxxxxxxx xxxxxxx

(Back up) Slave Energy

EPGE's No. ----------------------

Manufacturer's Sr: No ----------------------

Date	Time	(Main) Masete Energy Meter (MWh)				(Back up) Slave Energy Meter (MWh)			
		Acitve Energy Sent Out From Generating Plant		Acitve Energy Feceived of Generating Plant		Acitve Energy Sent Out From Generating Plant		Acitve Energy Feceived of Generating Plant	
		Meter Reading	Energy Sent Out	Meter Reading	Meter Received	Meter Reading	Energy Sent Out	Meter Reading	Meter Received

Remark; Photo of meter reading shall be attached to this document.

	Representative of (Company Name)	Representative of Department of Power Transmission and System Control, MOEE	Representative of Thermal Power Department,MOEE	Representative of Mandalay Electricity Supply Corporation, MOEE
Signature	----------------------	----------------------	----------------------	----------------------
Name	----------------------	----------------------	----------------------	----------------------
Designation	----------------------	----------------------	----------------------	----------------------
Department	----------------------	----------------------	----------------------	----------------------

Gas Consumption Record Table of

( ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region

For the month of (xxx , 20xx)

Date	Time	Main Meter (MMCF)		Back Up Meter (MMCF)		Main Meter (MMCF)		Back Up Meter (MMCF)	
		Meter Reading	Consumption	Meter Reading	Consumption	Meter Reading	Consumption	Meter Reading	Consumption

Representative of (Company Name)	Representative of Electric Power Generation Enterprise , MOEE	Representative of Myanma Oil and Gas Enterprise, MOEE
Signature ----------------------	----------------------	----------------------
Name ----------------------	----------------------	----------------------
Designation ----------------------	----------------------	----------------------
Department ----------------------	----------------------	----------------------